

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT (this “Agreement”) entered into this _____ day of May, 2014 by and between the **ACTON-BOXBOROUGH REGIONAL SCHOOL DISTRICT**, a Massachusetts regional school district acting by and through its duly authorized Regional District School Committee, with a mailing address of 16 Charter Road, Acton, Massachusetts 01720 (the “District”), and the **TOWN OF BOXBOROUGH**, a Massachusetts municipality acting by and through its duly authorized Board of Selectmen, with a mailing address of 29 Middle Road, Boxborough, Massachusetts 01719 (the “Town”). Hereinafter, the District and the Town are together the “Parties” and individually a “Party.”

WITNESSETH:

WHEREAS, the District, the Town and the Town of Acton have agreed to regionalize the elementary schools in the Town and the Town of Acton;

WHEREAS, the voters of the Town and the Town of Acton voted on June 3, 2013, to accept the amendments to the Agreement for a Regional School District for the Towns of Acton and Boxborough, Massachusetts (the “Regional Agreement”);

WHEREAS, the District and the Town wish to carry out the requirements of the Regional Agreement with respect to regionalizing the elementary schools in the Town;

WHEREAS, Section 4.B of the Regional Agreement requires that, effective July 1, 2014, the Town will sell and convey to the District for the sum of one dollar each, ownership of the Town’s elementary school buildings and the property on which said buildings are located;

WHEREAS, Section 4.B of the Regional Agreement further requires that the conveyance of the Town’s elementary school buildings and the property on which said buildings are located shall be contingent upon the execution of an intermunicipal agreement between the District and the Town;

WHEREAS, Section 4.B of the Regional Agreement requires that an intermunicipal agreement between the District and the Town shall resolve any outstanding title issues associated with the properties, allocate responsibility for any pre-existing condition of or debt service associated with the properties or buildings, address any pre-existing leases of any portions of the properties or buildings, reserve and ensure continued Town uses as defined in the intermunicipal agreement, and otherwise ensure that any issues of mutual concern to the Town and the District regarding these properties are satisfactorily addressed in the intermunicipal agreement;

WHEREAS, in accordance with Section 4.B of the Regional Agreement, the District and the Town intend to address the transfer of personal property and the disposition of various funds held by the Town;

WHEREAS, Section 4.B of the Regional Agreement requires that if, at any time in the future, the District no longer needs for school-related purposes the buildings and properties located in

the Town and owned by the District, the ownership of said buildings and properties shall be sold and conveyed to the Town for the sum of one dollar;

WHEREAS, Chapter 71, Section 16, of the Massachusetts General Laws authorizes the District to acquire property within its member towns; and

WHEREAS, the District and the Town intend that this Agreement shall be the intermunicipal agreement required by Section 4.B of the Regional Agreement and intend that this Agreement shall comply with all requirements set forth in Section 4.B of the Regional Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the District and the Town agree as follows:

SECTION 1. REAL PROPERTY TO BE CONVEYED TO THE DISTRICT:

A. School Property: In accordance with Section 4.B of the Regional Agreement, the Town agrees to sell and the District agrees to buy, upon the terms and conditions set forth in this Agreement, all of the Town's right, title and interest in and to the following real property, together with all the rights and appurtenances pertaining to such property, including, without limitation, any rights in private ways, water courses or water bodies adjacent to, abutting or serving such land (the "School Property"):

The land and buildings known as the Blanchard Elementary School, located at 493 Massachusetts Avenue in Boxborough, Massachusetts and shown as "Lot A" on the plan entitled: "Plan of Land in Boxborough, Mass. Owned By: Town of Boxborough at 493 Massachusetts Avenue," dated April 4, 2014, prepared by Goldsmith, Prest & Ringwall, Inc. and recorded with said Registry in Plan Book 2014, Page 385 and attached hereto as Exhibit A (the "Blanchard Plan"). For the Town's title to said property, see deed recorded with the Middlesex South District Registry of Deeds in Book 11518, Page 377.

B. Fixtures: Included in the sale of the School Property are the buildings, structures and improvements now located on the School Property, and the fixtures belonging to the Town and used in connection with the School Property, including, but not limited to, all wall-to-wall carpeting, blinds, window shades, screens, storm windows and doors, awnings, furnaces, heaters, heating equipment, generators, stoves, ranges, burners, hot water heaters, plumbing and bathroom fixtures, electric and other lighting fixtures, fences, gates, trees, shrubs and plants.

C. Title Deed: The School Property shall be conveyed by a good and sufficient quitclaim deed running to the District (the "Deed"). The Deed shall convey good, clear, record and marketable title to the School Property, free from encumbrances, except:

1. Provisions of existing and future building and zoning laws;
2. The restrictions and easements set forth in Section 1.F and Section 1.G of this Agreement; and

3. Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the use of the School Property for school-related purposes.

Notwithstanding any provision of this Agreement to the contrary, the School Property shall not be considered to be in compliance with the title provisions of this Agreement unless there is a recorded Certificate of Compliance for each Order of Conditions in the chain of title to the School Property.

Notwithstanding any provision of this Agreement to the contrary, if the Town is required to expend in excess of a total of \$5,000 to convey good, clear record and marketable title as provided herein, the Town shall be entitled to a one-time credit in FY 2015 against its annual assessment from the District equal to fifty percent (50%) of the amount the Town must expend above \$5,000 (the "Title Credit").

D. Title Reports: The District shall be responsible for obtaining title examinations for the School Property.

E. Preparation of the Deed: The Town shall prepare the Deed for the School Property, said Deed to be provided to the District not later than fourteen (14) days before the Closing (as defined in Section 9 below).

F. Restrictions: The Deed for the School Property shall contain (i) an option providing the Town the right to purchase the School Property for one dollar (\$1.00) if, at any time in the future, the District no longer needs the School Property for school-related purposes, or if the Town withdraws from the District, which option right shall be mutually agreed upon prior to the Closing (as defined in Section 9 below) and recorded at the Closing, and (ii) a restriction providing that the public school located on the School Property shall at all times retain the name "Blanchard Memorial Elementary School."

G. Easements:

1. Town Reserved Easements: The Town shall reserve in the Deed (or, in the case of the Title 5 Covenant and Easement, the District shall grant to the Town) the following easements:
 - a. A perpetual easement for use and access permitting the Town's use of the School Property for (i) emergency shelters; (ii) federal, state and local elections; and (iii) Annual and Special Town Meetings (but not meetings of boards, committees and other Town public bodies); provided, however, that Town's use of the School Property for the purposes set forth in items (ii) and (iii) above shall not interfere with the District's use of the School Property and shall be subject to the District's receipt of written notice at least thirty (30) days in advance of said event, and the District shall respond to said request within five (5) business days; provided further that, notwithstanding the foregoing,

unless and until the Town provides notice to the District of any change, the District shall incorporate into its schedule every year for the use of the School Property: (x) the second Monday in May for the Annual Town Meeting, plus such adjourned sessions as may be necessary to complete the business of the Annual Town Meeting; (y) the third Monday in May for the Annual Town Election; and (z) all regular federal and state primary and general election days (said easement to be substantially in the form attached hereto as **Exhibit B-1**);

b. A perpetual easement to construct, reconstruct, operate, maintain, use, repair, renovate, improve, enlarge, and remove the water line running across the School Property and associated lines, connections, equipment and appurtenances, on, over, beneath and through the School Property, necessary to provide water service to Town property and facilities (said easement to be substantially in the form attached hereto as **Exhibit B-2**);

c. Such perpetual easements as are necessary to provide for Town ownership of the septic treatment system located partially on the School Property and partially on adjacent Town property (the “Septic System”), use of the Septic System as a shared system to serve the School Property and Town property, and the right of the Town to construct, reconstruct, operate, maintain, use, repair, renovate, improve, enlarge, and remove the Septic System to provide for such shared use (said easements to be substantially in the form attached hereto as **Exhibit B-3**), with the operation costs (including debt service) for the Septic System to be shared between the District and the Town as follows:

i. For FY2015, the District shall pay 85% of such costs, such percentage being derived from the design flows for the current users of the Septic System;

ii. For the remainder of the term of this Agreement, the District’s share of such costs shall be equal to the percentage its total water usage bears to the total water usage of all the properties served by the Septic System, such water usage to be determined by water meters installed for each Septic System user;

iii. To the extent the cost share determined for FY2016 on the basis of the prior year’s water meter readings is different from that set forth in subsection i), above, a credit for such difference shall be applied as appropriate in equal amounts over the next three fiscal years, or otherwise as the parties may agree.

The Town shall retain ownership of the Septic System and its appurtenances, including such system components as may be within the building located on School Property, but not including such pipes and other appurtenances on the School Property that solely serve that property. Further terms regarding the ownership, use, and maintenance of the Septic System may be set forth in a Memorandum of Understanding between the parties.

2. **Town Granted Easements:** At the Closing (defined in Section 9 below), the Town shall grant to the District the following easements:

a. Such perpetual easements in its abutting property as are required to provide for approval of the Septic System as a shared system under Title 5 serving the School Property and Town property, and to allow the District to use, maintain, repair, and upgrade the Septic System to provide for its continued use (said easements to be substantially in the form attached hereto as **Exhibit C-1**);

b. Such perpetual easements as are required to provide the School Property with the right to obtain drinking water sufficient to support a public school at the School Property from the adjacent Town property, which presently contains a well (known as the “Hager Well”) providing water to the School Property and adjacent Town properties, to take such water from the Hager Well, or from such other well as the District of the Town may locate on the adjacent Town property in the event the Hager Well ceases to function, and to construct, reconstruct, operate, maintain, use, repair and remove new and existing pipes and related appurtenances to carry out such purpose (said easements to be substantially in the form attached hereto as **Exhibit C-2**), provided, however, that the Hager Well shall remain the property of the Town and under the Town’s exclusive control for all purposes, subject to the District’s easement rights. For such time as the District takes water from the Hager Well or such other well as the Town may locate on its property, the District shall pay to the Town its proportionate share of the operation costs (including debt service) for such Well, to be determined as follows:

i. For FY2015, the District shall pay 85% of such costs;

ii. For the remainder of the term of this Agreement, the District’s share of such costs shall be equal to the percentage its total water usage bears to the total water usage of all the properties served by the Well, such water usage to be determined by water meters installed for each user;

iii. To the extent the cost share determined for FY2016 on the basis of the prior year’s water meter readings is different from that

set forth in subsection i, above, a credit for such difference shall be applied as appropriate in equal amounts over the next three fiscal years, or otherwise as the parties may agree.

The Town shall retain ownership of the Well and its appurtenances, including the distribution system for the Well, but not including such pipes and other appurtenances on the School Property that solely serve that property. Further terms regarding the ownership, use, and maintenance of the Well may be set forth in a Memorandum of Understanding between the parties.

H. Plans: If the Deed refers to any plan that must be recorded with the Deed, the Town shall deliver such plan with the Deed in a form adequate for recording or registration. Prior to the Closing (as defined in Section 9 below), the Town will prepare “Approval Not Required” or ANR plans establishing the boundaries of the properties set forth on Exhibit A and in connection with the Closing, shall record the plans with the Middlesex South District Registry of Deeds.

I. Registered Title: If the title to the School Property is registered, the Deed shall be in a form sufficient to entitle the District to a Certificate of Title to the School Property, and the Town shall deliver with the Deed all instruments, if any, necessary to enable the District to obtain such Certificate of Title.

J. Purchase Price: The purchase price for the School Property shall be one dollar (\$1).

SECTION 2. PERSONAL PROPERTY TO BE CONVEYED TO THE DISTRICT:

A. Personal Property: Along with the sale of the School Property, the Town shall transfer ownership of all personal property purchased for or otherwise controlled by the Boxborough Public Schools and located on the School Property at the time of Closing (as defined in Section 9 below) including, but not limited to, all furniture, machinery, equipment, tools, computer hardware, computer software and licenses, supplies, materials and snow blowers, together with any express or implied warranty by the manufacturers or sellers or lessors of any item or component part thereof and all maintenance records and other documents relating thereto (the “Personal Property”).

B. Records: Along with the sale of the School Property, the Town shall transfer to the District ownership of all books, records and files, including student records, controlled by the Boxborough Public Schools (the “Records”), subject to compliance by the Parties with any applicable federal, state and local laws, bylaws, rules, regulations and policies relating to privacy and confidentiality. The Parties shall be guided by any applicable and lawful instructions that may be issued by the Massachusetts Department of Elementary and Secondary Education (“DESE”) with respect to the transfer of the Records.

SECTION 3. INTANGIBLE PROPERTY TO BE CONVEYED TO THE DISTRICT:

The Town shall convey all intangible property (collectively, the “Intangible Property”, together with the Personal Property and the School Property, the “Property”) now or hereafter owned by the Town relating to the School Property or the Personal Property, including transferrable licenses, architectural, site, landscaping or other permits, applications, approvals, authorizations and other entitlements and transferable guarantees and warranties covering the School Property.

SECTION 4. DISPOSITION OF SCHOOL LUNCH AND REVOLVING FUNDS:

A. Subject to appropriation and to all applicable statutes, laws, rules and regulations, the Town agrees to seek any Town Meeting votes necessary to transfer to the District on or after July 1, 2014, an amount equal to the balance of the lunch fund and all revolving funds currently maintained for the Blanchard Memorial School as of the end of fiscal year 2014, which funds include: Student Activities, School Choice, School Lunch, Extended Day Program, Full Day Kindergarten Program, Blanchard Early Childhood Program and School Meals Tax.

B. With respect to each such amount transferred by the Town to the District, the District agrees to hold the amount (together with any interest thereon) pursuant to M.G.L. c. 44, § 53A, or other applicable law or regulation, as a separate account (collectively, the “Special Accounts”) and to expend those funds at the same school for the same purposes as the prior Town revolving or lunch fund, as applicable.

SECTION 5. DISPOSITION OF GIFTS AND GRANTS:

A. Transfer of Gifts and Grants: Subject to appropriation, to all applicable terms and conditions of each grant and gift, and to all applicable statutes, laws, rules and regulations, the Town agrees to seek any Town Meeting votes necessary to transfer to the District on or after July 1, 2014, an amount equal to the balance at the end of fiscal year 2014 of each of the gift and grant accounts maintained by the Town with respect to the School Property as set forth on Exhibit D attached hereto and made a part hereof (collectively, the “Gift and Grant Accounts”). The Parties agree that prior to the Closing (as defined in Section 9 below), the Town will transfer and deposit funds sufficient to bring to a zero balance and close out all Gift and Grant Accounts on Exhibit D that have a negative balance. With respect to each such amount transferred by the Town to the District, the District agrees to hold the amount (together with any interest thereon) pursuant to M.G.L. c. 44, § 53A, as a separate account and to expend those funds for the same purposes as the purpose of the prior gift or grant to the Town.

B. Judicial and Other Governmental Approval of Gift or Grant Transfers: The Town Treasurer, in consultation with the Town Administrator, Town Counsel and the Town Auditor, will determine whether and to what extent it is permissible pursuant to the applicable terms and conditions of the Gift and Grant and to applicable statutes, laws, rules and regulations for the Town to transfer the balance of each Gift and Grant Account to the District. The Town shall cooperate with the District and the District will have the responsibility to seek and obtain any

judicial or other governmental approvals necessary to transfer any Gift and Grant Accounts to the custody and control of the District.

SECTION 6. CREDITS FOR TOWN BOND PAYMENTS:

Notwithstanding the sale of the School Property to the District, any unpaid balance on the outstanding bonds authorized for the construction or maintenance of the School Property (the “Bonds”) shall remain the obligation of the Town; provided, however, that the Town shall be entitled to a credit against its annual assessment from the District equal to the total of principal and interest payments made by the Town for the Bonds during the fiscal year of the assessment, minus any payments received for the corresponding fiscal year by the Town relating to school building reimbursements from the Commonwealth or its agencies, including but not limited to the Massachusetts School Building Authority, or its successor, with respect to the corresponding bonded construction or maintenance project at the School Property (a “Credit” or the “Credits”). The Bonds subject to the Credits are set forth on Exhibit E attached hereto and made a part hereof.

Once all of the Bonds have been repaid, the Town shall not be entitled to any further Credits under this Section 6 against its annual assessment from the District with respect to the School Property. The Town has provided a list of the Bonds in Exhibit E hereto and not later than December 1 of each calendar year thereafter, shall provide the District with (i) its debt repayment schedule for the Bonds for the next fiscal year, and (ii) its estimate of payments from the Massachusetts School Building Authority with respect to the construction and maintenance of the School Property for the next fiscal year, for the purpose of calculating the Credits.

SECTION 7. APPROVALS

Except as otherwise set forth herein, the Town will be responsible for pursuing any approvals from governmental agencies necessary to convey the School Property, the Personal Property and the Records to the District, including, but not limited to (i) endorsement from the Boxborough Planning Board of an Approval Not Required (ANR) Plan suitable for recording at the Middlesex South District Registry of Deeds, provided that any proposed ANR Plan shall be submitted by the Town for approval by the District prior to filing with the Planning Board, such approval not to be unreasonably withheld, conditioned or delayed; (ii) any necessary approval by any lessees of the School Property, (iii) approvals or relief required to bring the School Property into compliance with Section 1.C of this Agreement, respectively, subject to the Title Credit, (iv) any votes of Town entities, including, but not limited to, Town Meeting, and (v) any approvals of state or local entities necessary to share the Septic System (the “Approvals”). The District shall fully cooperate with the Town’s efforts to obtain the Approvals, but such cooperation shall not require the District to incur any material costs or expenses. From time to time upon the request of the District, the Town shall provide a detailed written statement to the District of the Town’s efforts to obtain the Approvals. The Approvals shall not be deemed to have been obtained until all appeal periods have expired with no appeal having been taken. In the event that the Approvals have not been obtained by the Town prior to the Closing Date (as defined in Section 9 below), the Town shall promptly notify the District and the Parties hereby agree to deliver the Closing Deliverables, as set forth in Section 9.B. herein, into escrow with the District’s title

insurance company or Town Counsel, as mutually agreed to by the Parties pending a mutually agreed resolution of any such outstanding issues; provided, however, that any failure to obtain the Approvals prior to the Closing shall not terminate the Town's obligations to use its good faith best efforts to obtain the Approvals as required under this Agreement.

SECTION 8. AS-IS:

Except as expressly provided otherwise herein, the Property is being sold and conveyed, and the District accepts the Septic System and Hager Well and associated water distribution system to which it is granted rights of use and access, in an "AS IS, WHERE IS" condition and "WITH ALL FAULTS" and without any representation or warranty as of the date of this Agreement and as of Closing (as defined in Section 9 below). No responsibility has been or is assumed by the Town or by any person, firm, agent, attorney or representative acting or purporting to act on behalf of the Town. The parties agree that neither party is relying upon any statement or representation by the other.

SECTION 9. CLOSING

A. Closing Date: The consummation of the transactions contemplated by this Agreement shall take place at 10:00 a.m. at Boxborough Town Hall on June 30, 2014 (the "Closing"), provided that if the parties are prepared to close earlier, the parties may agree to a mutually acceptable earlier closing date. It is agreed that time is of the essence with respect to all time periods in this Agreement.

B. Closing Deliverables:

1. At Closing, the Town shall:
 - a. Deliver to the District the duly executed Deed conveying the School Property, subject to the easements and restrictions described in Sections 1.F. and 1.G.1, as well as Section 1.C.3 ;
 - b. Deliver to the District the duly executed easement or easements necessary to comply with Section 1.G of this Agreement;
 - c. Assign to the District, and the District shall assume, all assignable contracts and agreements (the "Operating Agreements") (listed in Exhibit F) relating to the upkeep, repair, maintenance or operation of the School Property by a duly executed Assignment and Assumption of Operating Agreements in the form attached hereto as Exhibit G;
 - d. Deliver to the District an affidavit duly executed by the Town stating that the Town is not a "foreign person" as required by Section 1445 of the Internal Revenue Code of 1986;

- e. Deliver to the District a Bill of Sale and Assignment in the form of **Exhibit H** attached hereto, executed by the Town, pursuant to which the Town will transfer to the District all the Personal Property and the Intangible Property;
 - f. Deliver to the District standard affidavits regarding mechanics liens and parties in possession addressed to in the form and substance reasonably acceptable to the District's title insurer; and
 - g. Deliver such additional documents as shall be reasonably required to consummate the transactions expressly contemplated by this Agreement.
2. At Closing, the District shall:
- a. Pay to the Town the Purchase Price set forth in Section 1.J;
 - b. Join the Town in execution of the instruments set forth in Section 9(B)(1)(b) and (e) above; and
 - c. Deliver such additional documents as shall be reasonably required to consummate the transactions expressly contemplated by this Agreement.
3. Closing Costs:
- a. The following shall be apportioned with respect to the School Property as of 12:01 a.m. on the day of the Closing, as if the District were vested with title to the School Property during the entire day upon which Closing occurs:
 - i. Gas, electricity, and other utility charges for which the Town is liable, if any, such charges to be apportioned at Closing on the basis of the most recent meter reading occurring prior to Closing and to be paid by Boxborough Public Schools; and
 - ii. Payments under the Operating Agreements, if any.
 - b. The Town shall pay (a) the fees of any counsel representing it in connection with this transaction, (b) the cost for any ANR Plan, (c) recording costs for ANR Plans, (d) recording costs for the Town Meeting votes or any other approvals that need to be recorded.
 - c. The District shall pay (a) the fees of any counsel representing it in connection with this transaction and (b) the fees for recording the Deeds and any other documents related to the title transfers.

SECTION 10. RISK OF LOSS:

In the event of loss or damage to any of the School Property or to the Property, this Agreement shall remain in full force and, at the Town's option, the Town may (i) elect to perform repairs upon the damaged property and complete such repairs prior to the Closing or (ii) pay over or assign to the District at Closing all of the Town's rights, if any, to any insurance proceeds recovered or recoverable relating to such damage, whereupon full risk of loss with respect to the Property shall pass to the District.

SECTION 11. ASSIGNMENT:

No assignment or other transfer of any right or obligation under this Agreement shall be made by either of the Parties, and any attempt to so assign or transfer such right or obligation shall be a breach of this Agreement and the assignment shall be of no effect.

SECTION 12. DISPUTE RESOLUTION:

A. No suit upon any claim or cause of action upon, or for damages upon, by reason of, or arising from, this Agreement or its non-performance or faulty performance, shall be filed or maintained by either of the Parties unless notice of such claim or cause of action is first given to the other Party to be delivered at least thirty (30) days before any suit or action may be filed, and in every case within a reasonable time under the circumstances from the date upon which limitation would commence to run against such claim or cause of action on behalf of the claimant Party. The Parties agree to participate in non-binding mediation during the thirty (30) day period.

B. Notwithstanding any other provision herein, the Parties reserve the right, either in law or equity, by suit, and complaint in the nature of specific performance, or other proceeding, to enforce or compel performance of any or all provisions of this Agreement. The Parties may also mutually agree to use other forms of alternative dispute resolution to address disputes arising under this Agreement.

SECTION 13. AMENDMENTS:

This Agreement may only be amended by a written document duly executed by both of the Parties.

SECTION 14. TERM AND TERMINATION:

This Agreement shall remain in full force and effect indefinitely, unless otherwise set forth in an amendment to this Agreement.

SECTION 15. SEVERABILITY:

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full

force and effect, and in the place of such invalid or unenforceable provision there shall be substituted a like, but valid and enforceable provision, which comports to the findings of the aforesaid court and most nearly accomplishes the original intention of the parties.

SECTION 16. CONSTRUCTION OF AGREEMENT:

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties on the subjects covered by this Agreement, is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns (if any), and may be cancelled, modified or amended only by a written instrument executed by both the Town and the District. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.

SECTION 17. INTERPRETATION:

The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

Each party to this Agreement agrees that delivery of an executed signature page of this Agreement to the other party (or its attorney) by facsimile or other electronic transmission shall be binding on each of the parties as if the original of such facsimile or other electronic transmission had been delivered to the other party.

SECTION 18. DISCLOSURE OF BENEFICIAL INTEREST FORM:

Within three days of execution of this Agreement, the District shall provide to the Town a completed disclosure of beneficial interest form in the form that is attached hereto as **Exhibit I** as required under G.L. c. 7C, sec. 38. The Town will file the form with the Division of Capital Asset Management and Maintenance of Massachusetts.

SECTION 19. [Reserved]

SECTION 20. INSURANCE:

Until the Closing Date, the Town shall maintain insurance on the School Property in the same amounts as currently in place as of the date hereof.

SECTION 21. BROKERS:

The District and the Town each warrant and represent to the other that neither has dealt with any real estate broker, salesperson, finder, or other person entitled to a commission or fee in

connection with the negotiation or execution of this Agreement or the consummation of the transaction contemplated hereby.

SECTION 22. SURVIVAL

The following Sections shall survive delivery of the Deeds for the School Property or the early termination hereof: Section 8, 11, and 21.

SECTION 23. NOTICES:

All notices required or permitted by this Agreement shall be in writing and shall be sent by certified mail, postage prepaid:

If intended for the District:

Superintendent of Schools
Acton-Boxborough Regional School District
District Central Office
16 Charter Road
Acton, Massachusetts 01720

If intended for the Town:

Town Administrator
Town of Boxborough
29 Middle Road
Boxborough, Massachusetts 01719

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the District and the Town have caused this instrument to be executed in their behalf by their respective officers thereunto duly authorized as of the day and year first above written.

ACTON-BOXBOROUGH
REGIONAL SCHOOL DISTRICT

TOWN OF BOXBOROUGH

By its Regional District School
Committee, and its Transitional School
Committee

By its Board of Selectmen

Name: Maria E. Neyland
Title: Chair
Duly authorized by vote of the Regional
School District Committee dated
_____ and attached hereto as
Exhibit J, and by vote of the
Transitional School Committee dated
_____ and attached hereto as
Exhibit K, and

Name: Vincent M. Amoroso
Title: Chair
Duly authorized by vote of the Board of
Selectmen dated _____ and
attached hereto as Exhibit L, and

Approved as to Form:

By its School Committee

Name:
Title: Chair
Duly authorized by vote of the
Boxborough School Committee dated
_____ and attached hereto as
Exhibit M, and

Approved as to Form:

Approved as to Form:

Name: Kimberly A. Rozak
Title: District Counsel

Name: Jonathan D. Eichman
Title: Town Counsel

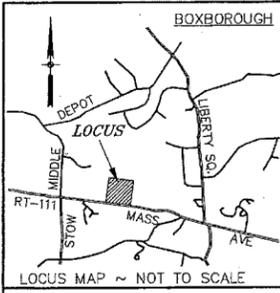
LIST OF EXHIBITS

EXHIBIT	DESCRIPTION
A	Blanchard School Plan
B-1 to B-3	Form of Easements to Town
C-1 to C-2	Form of Easements to District
D	List of Gift and Grant Accounts
E	List of Bonds and Credits
F	List of Operating Agreements
G	Assignment of Operating Agreements
H	Bill of Sale and Assignment
I	Disclosure of Beneficial Interest Form
J	Authorizing Vote of A-B Regional School District Committee
K	Authorizing Vote of A-B Transitional School Committee
L	Authorizing Vote of Boxborough Board of Selectmen
M	Authorizing Vote of Boxborough School Committee

Exhibit A

Blanchard School Plan
(to be attached)

FOR REGISTRY USE ONLY

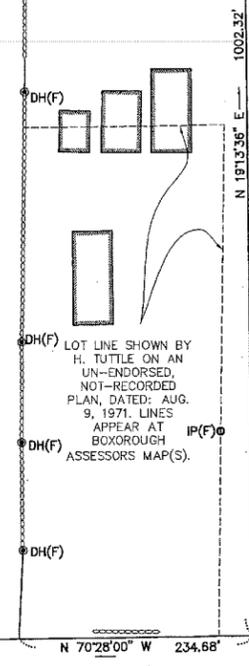


N/F TOWN OF BOXBOROUGH 11518/377

N/F TOWN OF BOXBOROUGH 11518/377

LOT B AREA = 629,464±S.F. = 14.45± Ac.

LOT A AREA = 364,756±S.F. = 8.37± Ac.



1002.32' N 19°13'36" E 560.00'

S 70°46'24" E 520.66'

1005.97' S 19°13'36" W

N/F TOWN OF BOXBOROUGH 11518/377



LINE	LENGTH	BEARING
L1	104.09	S62°10'37" E
L2	154.94	S76°06'06" E
L3	44.49	S45°04'57" E
L4	34.05	S70°12'18" E
L5	30.02	N17°35'43" E
L6	61.71	N70°12'18" W
L7	42.85	N45°04'57" W
L8	150.27	N76°06'06" W
L9	103.22	N62°10'37" W
L10	30.34	S16°13'36" W
L11	226.81	S70°12'18" E
L12	95.00	S19°20'12" W
L13	11.89	S19°20'12" W
L14	224.12	N70°46'33" W
L15	79.16	N17°35'43" E
L16	20.00	S19°12'22" W
L17	115.00	N70°12'18" W
L18	115.00	N19°24'59" E
L19	115.00	N70°12'18" W
L20	131.20	S62°10'37" E
L21	30.01	N28°58'20" E
L22	136.34	N62°10'37" W
L23	44.25	N62°10'37" W
L24	91.15	S85°00'57" W
L25	97.32	S37°37'28" W
L26	26.36	S14°28'31" E
L27	46.09	N14°28'31" W
L28	40.66	N60°02'02" E
L29	24.42	S30°50'48" E
L30	44.59	N69°00'01" E
L31	32.03	S38°48'16" E
L32	81.72	N59°39'45" E
L33	95.58	S62°10'37" E
L34	167.03	N85°52'00" W
L35	94.81	N70°54'41" W
L36	250.06	S85°52'00" E
L37	29.98	S28°58'20" W
L38	96.21	S81°01'40" E
L39	100.00	N59°12'38" E
L40	3.25	N31°12'33" W
L41	11.94	N48°39'32" E
L42	26.20	S38°48'16" E
L43	48.74	N19°25'19" E
L44	135.57	N78°36'03" E
L45	89.93	N54°53'47" E
L46	51.53	S30°50'46" E

LOT LINE SHOWN BY H. TUTTLE ON AN UN-ENDORSED, NOT-RECORDED PLAN, DATED: AUG. 9, 1971. LINES APPEAR AT BOXBOROUGH ASSESSORS MAP(S).

TEMP. CONST. EASEMENT "C" 3,932±S.F.

TEMP. CONST. EASEMENT "A" 12,259±S.F.

TEMP. CONST. EASEMENT "B" 21,946±S.F.



MASSACHUSETTS (PUBLIC - 60' WIDE 1899 LAYOUT - ROUTE 111) AVENUE

PLANNING BOARD ENDORSEMENT IS NOT A DETERMINATION AS TO CONFORMANCE WITH THE ZONING BYLAWS.

APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED. BOXBOROUGH PLANNING BOARD

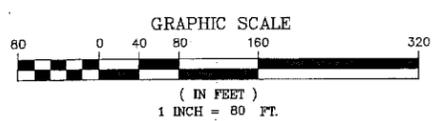
Signature of Elizabeth Hughes

DATE: May 5, 2014

THIS LAND IS SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS, OR OTHER LIMITATIONS WHICH MAY BE DISCLOSED BY A TITLE EXAMINATION.

LEGEND

N/F	NOW OR FORMERLY	CTR	CENTER
1111/111	DEED BOOK/PAGE	DH	DRILL HOLE
(F)	FOUND	○	PIPE/ROD
(S)	SET	□	STONE BOUND
IP	IRON/STEEL PIPE	⊙	DRILL HOLE
SB	STONE BOUND	⊞	STONE WALL



PLAN REFERENCES:

- PLANS ON FILE AT THE MIDDLESEX SOUTH DISTRICT REGISTRY OF DEEDS
- PLAN 909 OF 1948 "PLAN FOR BOXBORO GRANGE" BY HENRY OXNARD; DEC. 12, 1947
- "1899 STATE LAYOUT OF MASS AVE" BY MASS HIGHWAY;
- UNRECORDED (COPY PROVIDED BY TOWN ASSESSOR)
- "PLAN OF LAND IN BOXBOROUGH, MA" BY H. TUTTLE; AUG. 9, 1971

NOTES:

- 1) LOT B TO BE COMBINED WITH ABUTTING PARCEL, N/F OF THE TOWN OF BOXBOROUGH.

I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.

Signature of David J. DeBay, P.L.S. # 33887 and DATE

OWNER'S DEED: 7311/102
ASSESSOR'S REF: 11-5-321
ZONING CLASSIFICATION: AGRI/RES



GOLDSMITH, PREST & RINGWALL, INC.
39 MAIN ST., SUITE 301, AYER, MA 01432
CIVIL & STRUCTURAL ENGINEERING • LAND SURVEYING & LAND PLANNING
VOICE: 978.772.1590 FAX: 978.772.1591
www.gpr-inc.com

PLAN OF LAND IN BOXBOROUGH, MASS.

OWNED BY:
TOWN OF BOXBOROUGH
AT
493 MASSACHUSETTS AVENUE

Exhibit B-1
Use and Access Easement

EXHIBIT B-1

USE AND ACCESS EASEMENT (to be reserved in the Deed to the District)

Reserving to the Town a perpetual right and easement in gross to pass and repass over, across and along and to use the Property: (i) as a public emergency shelter; (ii) for federal, state and local elections; and (iii) for Annual and Special Town Meetings (but not meetings of boards, committees and other Town public bodies); provided, however, that the Town's use of the Property for the purposes set forth in items (ii) and (iii) above shall not interfere with the District's use of the Property (collectively, the "Permitted Uses"). The Permitted Uses shall be further subject to the following terms and conditions:

(a) Emergency Shelter: The building on the Property shall be available, at the Town's sole cost and expense, for use as a public emergency shelter during periods of federal, state or local declared emergencies. The Town shall maintain insurance coverage for its use of the Property as an emergency shelter, and shall provide the District with evidence of such insurance coverage upon request. The Regional District School Committee, in consultation with the Board of Selectmen of the Town, may from time to time promulgate policies governing the use of the Property for emergency shelter purposes, which policies shall accommodate both the need for the emergency shelter and the need to protect the Property and the health, safety and welfare of the District's employees and students during such an emergency.

(b) Elections: The building on the Property will be available to the Town for election purposes on election days during the hours of 7:00 a.m. to 9:00 p.m., and during reasonable times before and after such elections necessary for the Town to assemble and disassemble polling places, to be determined by mutual agreement between the District and the Town. The Town's use of the Property for election purposes shall be at the Town's sole cost and expense and the District shall charge no fee for such use. The Town shall maintain insurance coverage for its use of the Property for elections, and shall provide the District with evidence of such insurance coverage upon request. The Town shall provide written notice to the District at least thirty (30) days in advance of said elections and the District shall respond to the Town's request within five (5) business days. Notwithstanding the foregoing, unless and until the Town provides notice to the District of any change, the District shall incorporate into its schedule every year: (i) the Annual Town Meeting for the election of Town Officers on the third Monday in May and (ii) all regular federal and state primary and general election days. Subject to academic program requirements, during the times required for an election the District will not schedule other uses of the Property that interfere with the Town's rights hereunder. If the Town's request for the use of the Property for an election would interfere with the District's use of the Property, the parties shall work together to arrive at a mutually agreeable resolution.

(c) Town Meetings: The building on the Property shall be available to the Town for Annual and Special Town Meetings (except the Annual Town Meeting for the election of Town Officers) (a "Town Meeting") during the hours of 6:00 p.m. to midnight, and during reasonable times before and after a Town Meeting necessary for the Town to assemble and disassemble the space used for such Town Meeting, to be determined by mutual agreement between the District

and the Town. The Town's use of the Property for Town Meeting purposes shall be at the Town's sole cost and expense and the District shall charge no fee for such use. The Town shall maintain insurance coverage for its use of the Property for Town Meetings, and shall provide the District with evidence of such insurance coverage upon request. Unless and until the Town provides notice to the District of any change, the District shall incorporate into its schedule every year the following Annual Town Meeting times: (i) the second Monday in May for the Annual Town Meeting, and (ii) such adjourned sessions as may be necessary to complete the business of the Annual Town Meeting (which may include, in addition to the second Monday in May, the immediately following Tuesday and Thursday and the next Wednesday and Thursday, if needed). Subject to academic program requirements, during the times required for a Town Meeting, the District will not schedule other uses of the Property that interfere with the Town's rights hereunder. For the Town's use of the Property for Special Town Meetings, the Town shall provide at least thirty (30) days advance notice to the District, and the District shall respond to said request within five (5) business days. If the Town's request for the use of the Property for a Special Town Meeting would interfere with the District's use of the Property, the parties shall work together to arrive at a mutually agreeable resolution within five (5) business days of the District's response.

2. The Town shall have the right to permit the Town's employees, agents, contractors, guests and invitees, including without limitation the inhabitants of the Town of Boxborough, to use the Property for the Permitted Uses in accordance with this Easement.

3. Parking on the Property associated with the Permitted Uses shall be allowed subject to and in accordance with reasonable policies to be developed by the Regional District School Committee.

4. Any notice hereunder shall be in writing and shall be deemed to have been properly given when mailed, if mailed by registered or certified mail, return receipt requested, all charges prepaid, or when hand delivered or sent by a recognized overnight courier service, addressed as follows:

If to Town: Town Hall
 29 Middle Road
 Boxborough, Massachusetts 01719
 Attention: Town Administrator

If to District: Acton Boxborough Regional School District
 16 Charter Road
 Acton, Massachusetts 01720
 Attention: Superintendent of Schools

5. The terms of this Easement shall run with the Property and shall benefit and be binding upon the successor owners thereof.

6. This Easement may only be amended by a written instrument, clearly designated to be an amendment, signed by all parties and recorded with the Registry.

7. If any provision of this Easement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Easement shall nonetheless remain in full force and effect, and in the place of such invalid or unenforceable provision there shall be substituted a like, but valid and enforceable provision, which comports to the findings of the aforesaid court and most nearly accomplishes the original intention of the parties.

Exhibit B-2

Water Easement – *District to Town*

EXHIBIT B-2

B. Water Easement Reservation to Benefit Town

Reserving to the Town a perpetual and non-exclusive easement in, under, through, and upon the Property for the purpose of using, operating, maintaining, repairing, constructing, reconstructing, and removing new and existing pipes and related appurtenances for the distribution of water taken from the Town Property to any other property, which facilities, less those facilities which distribute such water exclusively to the Property, shall at all times be and remain the property of the Town and shall be maintained and serviced exclusively by the Town. Such easement shall further include the permanent right of entry upon and passage over the Property, by foot, motor vehicle, and heavy equipment, and to the extent feasible in such location as has already been provided for such access, for all purposes aforesaid and for uses incidental thereto. In no event shall the Town's exercise of the easement rights granted herein unnecessarily and materially limit or compromise the Property and the District's use thereof, as determined by the District in its reasonable discretion.

497457/BOXB/0502

Exhibit B-3

Title 5 Covenant and Easement – *District to Town*

EXHIBIT B-3

GRANT OF TITLE 5 COVENANT AND EASEMENT

(property served by Shared System)
310 CMR 15.290(2)(e)

This GRANT OF TITLE 5 COVENANT AND EASEMENT made as of this day of _____ 2014, by the ACTON-BOXBOROUGH REGIONAL SCHOOL DISTRICT (the "District" or "Grantor"), a Massachusetts regional school district acting by and through its duly authorized Regional District School Committee, with a mailing address of 16 Charter Road, Acton, Massachusetts 01720.

WITNESSETH

WHEREAS, Grantor is the owner in fee simple of that certain parcel of land in the Town of Boxborough, Middlesex County, Massachusetts (the "Property"), located at 493 Massachusetts Avenue, described in a deed recorded with the Middlesex (South) Registry of Deeds in Book _____, Page ____, and shown as "Lot A" on the plan entitled: "Plan of Land in Boxborough, Mass. Owned By: Town of Boxborough at 493 Massachusetts Avenue," dated April 4, 2014, prepared by Goldsmith, Prest & Ringwall, Inc. and recorded with said Registry in Plan Book 2014, Page 385 (the "Plan");

WHEREAS, there is appurtenant to and the Property has the benefit of a Shared System, as defined in 310 CMR 15.002, said Shared System being located in part on the Property and in part on that certain parcel of land in the Town of Boxborough, Middlesex County, Massachusetts abutting the Property, located at 427 Massachusetts Avenue and described in a deed recorded with the Middlesex (South) Registry of Deeds in Book 11518, Page 377 (the "Town Property", and, together with the Property, the "Shared System Property");

WHEREAS, the Town of Boxborough is the owner of the Town Property and the Shared System in its entirety;

WHEREAS, the Property shall have the benefit of easements within those portions of the Town Property shown variously as "Util. Ease", "Septic Easement" and "Reserve Septic Easement" on the Plan sufficient to allow for construction, use, maintenance, and expansion of the Shared System, among other related purposes, such easements being granted by the Town and recorded herewith, and the Town shall have the benefit of easements for such purposes within that area of the Property shown on the Plan as "Util. Ease.", "Util. & Septic Easement", and "Temp. Const. Easement", and otherwise within the Property where elements of the Shared System are presently located, which may include the buildings on the Property (the easement premises for both the Property and the Town Property as shown on the Plan being hereinafter referred to as the "Shared System Easement");

WHEREAS, the Shared System has been approved by the Approving Authority, as defined in 310 CMR 15.002, in accordance with Title 5, 310 CMR 15.000, as amended ("Title 5"); said approval being based upon the agreements by Grantor and Grantee to incur certain obligations regarding the construction, inspection, maintenance, upgrade and expansion of the Shared System and to grant to the Approving Authority a perpetual easement to construct,

inspect, maintain, upgrade and expand any component of the Shared System and in connection herewith a perpetual easement to pass and repass over the Property and the Shared System Property for purposes of inspecting the Shared System to insure compliance with and fulfillment of the terms of this Covenant/Easement as hereafter set forth;

NOW, THEREFORE, pursuant to the provisions of 310 CMR 15.290, Grantor hereby GRANTS to the TOWN OF BOXBOROUGH, a Massachusetts municipal corporation situated in Middlesex County, having an address of 29 Middle Road, Boxborough, Massachusetts 01719 ("Grantee" or "Town"), which shall include its Board of Health (hereinafter, "Approving Authority"), in consideration of and coincidental with Grantee's conveyance of easements and restrictions for the Shared System to Grantor, with QUITCLAIM COVENANTS, a TITLE 5 COVENANT AND EASEMENT ("Covenant/Easement"), in, on, upon, through, over and under the Property in the locations shown on the Plan and set forth more fully herein, the terms and conditions of which are as follows:

OBLIGATIONS AND EASEMENT

1. Inspection and Pumping. Grantor, its successors and assigns, covenants to the Approving Authority to have the Shared System inspected at least every three years by a System Inspector, as defined in 310 CMR 15.002, and pumped on an as needed basis, but in no event shall the Shared System be pumped less than every three years. The System Inspector shall submit the results of the inspection on a System Inspection Report (Appendix) to the Approving Authority within 30 days of the Shared System's inspection. Grantor shall provide the Approving Authority with a copy of the receipt obtained from the duly registered septage hauler upon pumping of the Shared System within 30 days of the Shared System's pumping.
2. Obligations and Costs. Grantor, in consideration of the covenants made by the Town to Grantor in the Town's Grant of Title 5 Covenant and Easement, recorded herewith, to operate, maintain, inspect, repair, upgrade, and remove and replace the Shared System as required, and to allow the Grantor full and lawful use of said Shared System, covenants to the Town:
 - a. that the Property shall be served and benefited exclusively by the Shared System for as long as the Town's aforesaid covenants remain in effect;
 - b. that the Town shall be deemed the owner of the Shared System and shall have the right as such owner, subject to such lawful approvals as are required and subject to consultation with Grantor, to establish regulations for the use and operation of the Shared System and to determine in its discretion and carry out such maintenance, inspection, repair, upgrade, and removal and replacement of the Shared System as is necessary and appropriate to provide for its use by the parties as set forth herein;
 - c. that Grantor shall pay to the Town Grantor's proportionate share of the cost of such operation, maintenance, inspection, repair, upgrade, and removal and replacement as determined by the parties by separate agreement; and
 - d. should the Town approve Grantor's request to lawfully expand, alter or relocate the Shared System and the Shared System Easement as provided for in the

Town's Grant of Title 5 Covenant and Easement, that such expansion, alteration or relocation shall be undertaken by the Town at Grantor's sole cost and expense.

3. Financial Assurance Mechanism. Grantor, its successors and assigns, agrees to provide the Approving Authority with such financial assurance mechanism, naming the Approving Authority as beneficiary, as the Approving Authority may request, which shall provide for upgrade of the Shared System in the event the Shared System fails to protect public health and the environment pursuant to the criteria established in 310 CMR 15.303.
4. Maintenance. Grantor agrees that the Shared System has been constructed such that the Sanitary Sewage, as defined in 310 CMR 15.002, from any Facility, as defined in 310 CMR 15.002, owned by Grantor may be denied access to the Shared System in the event Grantor fails to pay its proportionate share of the cost of operation, maintenance, inspection, repair, upgrade, and removal and replacement costs incurred for said Shared System.
5. Insurance. The Town shall maintain insurance coverage for its use of the Shared System Easement, and shall provide the District with evidence of such insurance coverage upon request.
6. Easements. Grantor hereby grants to Grantee and its successors and assigns a perpetual, nonexclusive EASEMENT to enter upon and the right to bring equipment onto the Shared System Easement to do any and all acts deemed necessary to construct, install, use, operate, maintain, inspect, upgrade, repair, remove, excavate, replace, and expand the Shared System, together with a right to pass and repass by foot and by vehicle over the Shared System Easement for said purposes, including the removal and trimming of vegetation, trees, or shrubs therefrom, and for purposes of inspecting the Shared System Easement to insure compliance with and fulfillment of the terms of this Covenant/Easement; provided, however, that Grantee shall provide Grantor with notice prior to any entry upon the Shared System Easement for the purposes set forth herein at least fifteen (15) days in advance of such entry, except in cases of emergency repairs for which Grantor shall provide notice to Grantee as soon as possible, and except in cases where Grantee has provided Grantor with a written waiver of this notice requirement; and, provided further, that Grantee shall not, without Grantor's express written permission, such permission not to be unreasonably withheld, construct, install or expand the Shared System so as to locate any part of the Shared System within that portion of the Shared System Easement shown as "Temp. Const. Easement" on the Plan. In exercising its rights and obligations hereunder, the Town shall use reasonable efforts to minimize any interference with the District's use of the Property and the Shared System Easement, and shall immediately repair any damage to the Property and its improvements caused by the Town's exercise of its rights hereunder.
7. Lien Authority of Local Approving Authority. For purposes of enforcing a lien against Shared System Property, Grantor hereby agrees that the phrase "...land upon which the structure is or was located..." as used in the second paragraph of M.G.L. c. 111, §127B shall include the Property and Grantor's rights to use the Town Property, thereby authorizing the Approving Authority to impose a lien on such property in the event the Approving Authority has incurred debt in accordance with the provisions of M.G.L. c. 111, §127B.

8. Severability. If any court or other tribunal determines that any provision of this instrument is invalid or unenforceable, such provision shall be deemed to have been modified automatically to conform to the requirements for validity and enforceability as determined by such court or tribunal. In the event the provision invalidated is of such a nature that it cannot be so modified, the provision shall be deemed deleted from this instrument as though it had never been included herein. In either case, the remaining provisions of this instrument shall remain in full force and effect.

9. Enforcement. Grantor expressly acknowledges that a violation of the terms of this instrument could result in the following:

(i) upon determination by a court of competent jurisdiction, in the issuance of criminal and civil penalties, and/or equitable remedies, including, but not limited to, injunctive relief, which injunctive relief may include the issuance of an order to modify or remove any improvements constructed upon the Shared System Easement in violation of the terms of this Covenant/Easement; and

(ii) in the assessment of penalties and enforcement action by the Approving Authority and DEP to enforce the terms of this Covenant/Easement, pursuant to Title 5; M.G.L. c. 111, §§17, 31, 122, 124, 125, 125A, 127A through 127O, and 129; and M.G.L. c. 83, § 11.

10. Provisions to Run with the Land. This Covenant/Easement sets forth rights, liabilities, agreements and obligations upon and subject to which the Shared System Easement or any portion thereof, shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, or conveyed. The rights, liabilities, agreements and obligations herein set forth shall run with the Shared System Property, as applicable thereto, and any portion thereof and shall inure to the benefit of and be binding upon Grantor and Grantee and all parties claiming by, through or under them. The rights hereby granted to Grantee, its successors and assigns, constitute the perpetual right of Grantee to enforce this Covenant/Easement, and Grantor hereby covenants for itself and its successors and assigns, to stand seized and hold title to the Shared System Property, as applicable thereto, and any portion thereof, subject to this Covenant/Easement, provided, however, that a violation of this Covenant/Easement shall not result in a forfeiture or reversion of Grantor's title to the Shared System Property, as applicable thereto.

11. Concurrence Presumed. It being agreed that Grantor and all parties claiming by, through or under Grantor shall be deemed to be in accord with the provisions herein set forth and to agree for and among themselves and any party claiming by, through or under them, and their respective agents, contractors, sub-contractors and employees, that the Covenant/Easement herein established shall be adhered to and not violated and that their respective interests in the Shared System Property, as applicable thereto, shall be subject to the provisions herein set forth.

12. Incorporation into Deeds, Mortgages, Leases and Instruments of Transfer. Grantor hereby agrees to incorporate this Covenant/Easement, in full or by reference, into all deeds, easements, mortgages, leases, licenses, occupancy agreements or any other instrument of transfer by which an interest in and/or a right to use the Shared System Property, or any portion thereof, is conveyed.

13. Recordation. Grantor shall record and/or register this Covenant/Easement with the appropriate Registry of Deeds and/or Land Registration Office within 30 days of receipt from the Local Approving Authority of the approved Covenant/Easement. Grantor shall file with the Approving Authority a certified Registry copy of this Covenant/Easement as recorded and/or registered within 30 days of its date of recordation and/or registration.

14. Amendment and Release. This Covenant/Easement may be amended or released only upon approval by the Approving Authority. Any such amendment or release shall be recorded and/or registered with the appropriate Registry of Deeds and/or Land Registration Office.

15. Term. The covenants granted and declared herein are made for the benefit of the Grantor and the Grantee, their transferees, successors and assigns, and may be enforced as such by those parties. Said covenants further constitute restrictions held by a governmental body, as those terms are defined in G.L. c.184, §26, and as such shall run in perpetuity and are not subject to G.L. c.184, §§27-30. To the extent such restrictions are deemed subject to said statutes, the restrictions shall have a duration of 99 years, and may be renewed for successive twenty-year periods by filing a notice of restriction prior to thirty years from the date of imposition, and thereafter prior to the end of each such twenty-year renewal period, as allowed by law pursuant to G.L. c.184, §§23 & 26-30, as the same may be amended or replaced.

16. Rights Reserved. This Covenant/Easement is granted to Grantee in connection with the approval of a Shared System pursuant to 310 CMR 15.290 through 15.292. It is expressly agreed that acceptance of this Covenant/Easement by Grantee shall not operate to bar, diminish, or in any way affect any legal or equitable right of the Approving Authority or DEP to issue any future order with respect to the Shared System Property, as applicable thereto, or in any way affect any other claim, action, suit, cause of action, or demand which the Approving Authority or DEP may have with respect thereto. Nor shall acceptance of this Covenant/Easement serve to impose any obligations, liabilities, or any other duties upon the Approving Authority. This Covenant/Easement shall become effective upon its recordation and/or registration with the appropriate Registry of Deeds and/or Land Registration Office.

[signatures on following page]

WITNESS the execution hereof under seal this _____ day of _____, 2014.

ACTON-BOXBOROUGH
REGIONAL SCHOOL DISTRICT

By its Regional District School
Committee, and its Transitional School
Committee

Name: Maria E. Neyland
Title: Chair

THE COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss _____, 2014

Then personally appeared the above-named _____, and proved to me through satisfactory evidence of identification, which was _____, to be the person whose name he/she signed on the foregoing instrument in my presence, and further acknowledged the foregoing instrument to be his/her free act and deed, before me.

Notary Public

My Commission Expires:

The Boxborough Board of Health hereby approves this Grant of Title 5
Covenant and Easement (as to form only):

BOXBOROUGH BOARD OF HEALTH

By:

Date: _____

REGULATORY AUTHORITY
310 CMR 15.000: M.G.L. c. 21A, § 13.

305853/PROVWW/0006

ACCEPTANCE

The Town of Boxborough, acting by and through its Board of Selectmen pursuant to the authority granted under G.L. c.83, §1, G.L. c.40, §14, and all other authority appertaining, hereby accepts the foregoing Grant of Title 5 Covenant and Easement concerning the land at 493 Massachusetts Avenue, Boxborough, Massachusetts.

TOWN OF BOXBOROUGH,
By its Board of Selectmen

THE COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss _____, 2014

Then personally appeared the above-named _____, member of said Town of Boxborough Board of Selectmen, and proved to me through satisfactory evidence of identification, which was _____, to be the person whose name he signed on the foregoing instrument in my presence, and further acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said Board of Selectmen, before me.

Notary Public

My Commission Expires:

497451/BOXB/0502

Exhibit C-1

Title 5 Covenant and Easement –*Town to District*

EXHIBIT C-1

GRANT OF TITLE 5 COVENANT AND EASEMENT

(property served by Shared System)

310 CMR 15.290(2)(e)

This GRANT OF TITLE 5 COVENANT AND EASEMENT made as of this day of _____, 2014, by the TOWN OF BOXBOROUGH, a Massachusetts municipal corporation situated in Middlesex County, having an address of 29 Middle Road, Boxborough, Massachusetts 01719 ("Grantor" or "Town").

WITNESSETH

WHEREAS, Grantor is the owner in fee simple of that certain parcel of land in the Town of Boxborough, Middlesex County, Massachusetts (the "Property"), located at 427 Massachusetts Avenue and described in a deed recorded with the Middlesex (South) Registry of Deeds in Book 11518, Page 377, less that portion of said land conveyed to the Acton-Boxborough Regional School District by deed recorded with said Registry in Book __, Page __ and shown as "Lot A" on the plan entitled: "Plan of Land in Boxborough, Mass. Owned By: Town of Boxborough at 493 Massachusetts Avenue," dated April 4, 2014, prepared by Goldsmith, Prest & Ringwall, Inc. and recorded with said Registry in Plan Book 2014, Page 385 (the "Plan");

WHEREAS, the Property serves as the location for a portion of a Shared System, as defined in 310 CMR 15.002, said Shared System being located on the Property and on the adjoining parcel of land which the Shared System benefits and is appurtenant to, said parcel being located at 493 Massachusetts Avenue and described in the abovesaid deed recorded with said Registry in Book __, Page, and being shown as "Lot A" on the Plan (the "District Property", and, together with the "Property", the "Shared System Property");

WHEREAS, the Town of Boxborough is and shall remain the sole owner of said Shared System;

WHEREAS, the Town of Boxborough, as owner of the Property and the Shared System, shall have the benefit of easements within those portions of the District Property shown variously as "Util. Ease.", "Util. & Septic Easement", and "Temp. Const. Easement" on the Plan sufficient to allow for construction, use, maintenance, and expansion of the Shared System, among other related purposes, such easements being granted by the Acton-Boxborough Regional School District and recorded herewith, and Grantee, as defined below, shall have the benefit of easements for such purposes within that area of the Property shown on the Plan as "Util. Ease", "Septic Easement" and "Reserve Septic Easement" (the easement premises for both the Property and the District Property as shown on the Plan being hereinafter referred to as the "Shared System Easement");

WHEREAS, the Shared System has been approved by the Approving Authority, as defined in 310 CMR 15.002, in accordance with Title 5, 310 CMR 15.000, as amended ("Title 5"); said approval being based upon the agreement of Grantor and Grantee to incur certain

obligations regarding the construction, inspection, maintenance, upgrade and expansion of the Shared System and to grant to the Approving Authority a perpetual easement to construct, inspect, maintain, upgrade and expand any component of the Shared System and in connection herewith a perpetual easement to pass and repass over the Property and the Shared System Property for purposes of inspecting the Shared System to insure compliance with and fulfillment of the terms of this Covenant/Easement as hereafter set forth;

NOW, THEREFORE, pursuant to the provisions of 310 CMR 15.290, Grantor hereby GRANTS to the ACTON-BOXBOROUGH REGIONAL SCHOOL DISTRICT, a Massachusetts regional school district acting by and through its duly authorized Regional District School Committee, with a mailing address of 16 Charter Road, Acton, Massachusetts 01720 ("Grantee" or "District"), in consideration of and coincidental with Grantee's conveyance of easements and restrictions for the Shared System to Grantor, with QUITCLAIM COVENANTS, a TITLE 5 COVENANT AND EASEMENT ("Covenant/Easement"), in, on, upon, through, over and under the Property in the locations shown on the Plan and set forth more fully herein, the terms and conditions of which are as follows:

OBLIGATIONS AND EASEMENT

1. Inspection and Pumping. Grantor covenants to Grantee and its assigns to have the Shared System inspected at least every three years by a System Inspector, as defined in 310 CMR 15.002, and pumped on an as needed basis, but in no event shall the Shared System be pumped less than every three years. The System Inspector shall submit the results of the inspection on a System Inspection Report (Appendix) to the Approving Authority and the District within 30 days of the Shared System's inspection. Grantor shall provide the Approving Authority and the District with a copy of the receipt obtained from the duly registered septage hauler upon pumping of the Shared System within 30 days of the Shared System's pumping.
2. Obligations and Costs. Grantor, consistent with the covenants made by the District to the Grantor in the District's Grant of Title 5 Covenant and Easement, recorded herewith, covenants to Grantee and its successors and assigns, that it shall operate, maintain, inspect, repair, upgrade, and remove and replace as required the Shared System within the Shared System Easement as necessary to benefit and serve the District Property for all uses incidental to the use and maintenance of a public school on such property, in accordance with applicable law, and shall allow said Acton-Boxborough Regional School District and its assigns the full use of the Shared System at all times to benefit the aforementioned land, provided that such use is lawful and otherwise in compliance with the covenants made to Grantor by Grantee concerning such use, and that said District Property is used for school purposes only. The cost of such operation, maintenance, inspection, repair, upgrade, and removal and replacement shall be divided between the parties as they shall determine by separate agreement.

At the reasonable request and at the sole expense of the Acton-Boxborough Regional School District, Grantor shall lawfully expand, alter or relocate the Shared System and the Shared System Easement to accommodate the District's use of the District Property for school purposes, provided that such expansion, alteration or relocation shall not in any manner, as determined by the Town in its reasonable discretion, pose an increased risk to or materially limit or compromise

the Town's property and its use thereof, reduce the capacity of the Shared System available for Town use, or significantly compromise the Town's ability to make use of such capacity.

3. Financial Assurance Mechanism/Insurance. Grantor, its successors and assigns, agrees to provide the Approving Authority with such financial assurance mechanism, naming the Approving Authority as beneficiary, as the Approving Authority may request, which shall provide for upgrade of the Shared System in the event the Shared System fails to protect public health and the environment pursuant to the criteria established in 310 CMR 15.303. In addition, the District shall maintain general liability and property insurance coverage for its use of the Shared System Easement and shall provide the Town with evidence of such insurance coverage upon request.

4. Easements. Grantor hereby grants to Grantee and its successors and assigns a perpetual, nonexclusive EASEMENT to enter upon and the right to bring equipment onto the Shared System Easement to do any and all acts deemed necessary to construct, install, lay, operate, use, maintain, inspect, upgrade, repair, remove, excavate, replace, and expand any component of the Shared System, together with a right to pass and repass by foot and by vehicle over the Shared System Easement for said purposes, including the removal and trimming of vegetation, trees, or shrubs therefrom, and for purposes of inspecting the Shared System Easement to insure compliance with and fulfillment of the terms of this Covenant/Easement, provided, however, that Grantee shall provide Grantor with notice prior to any entry upon the Shared System Easement for the purposes set forth herein at least fifteen (15) days in advance of such entry, except in cases of emergency repairs for which Grantor shall provide notice to Grantee as soon as possible, and except in cases where Grantee has provided Grantor with a written waiver of this notice requirement, and shall not exercise any of such easement rights other than the right to use the Shared System, without prior approval of Grantor, such approval not be unreasonably withheld. The rights of easement granted herein are further subject to Grantor's reserved right to lawfully relocate, at any time and for any reason, in its sole discretion and at its sole cost and expense, the portions of the Shared System and Shared System Easement located on the Property, and to construct, install, operate, use, maintain, inspect, upgrade, repair, remove, excavate, replace, and expand any component of the Shared System to serve the Property and any other property owned by the Town, provided, however, that the Town shall not, by the exercise of such reserved rights, unnecessarily and materially limit or compromise the District's exercise of the rights granted to it hereunder.

5. Severability. If any court or other tribunal determines that any provision of this instrument is invalid or unenforceable, such provision shall be deemed to have been modified automatically to conform to the requirements for validity and enforceability as determined by such court or tribunal. In the event the provision invalidated is of such a nature that it cannot be so modified, the provision shall be deemed deleted from this instrument as though it had never been included herein. In either case, the remaining provisions of this instrument shall remain in full force and effect.

6. Enforcement. Grantor expressly acknowledges that a violation of the terms of this instrument could result in the following:

(i) upon determination by a court of competent jurisdiction, in the issuance of criminal and civil penalties, and/or equitable remedies, including, but not limited to, injunctive relief, which injunctive relief may include the issuance of an order to modify or remove any improvements constructed upon the Shared System Easement in violation of the terms of this Covenant/Easement; and

(ii) in the assessment of penalties and enforcement action by the Approving Authority and DEP to enforce the terms of this Covenant/Easement, pursuant to Title 5; M.G.L. c. 111, §§17, 31, 122, 124, 125, 125A, 127A through 127O, and 129; and M.G.L. c. 83, § 11.

7. Provisions to Run with the Land. This Covenant/Easement sets forth rights, liabilities, agreements and obligations upon and subject to which the Shared System Easement or any portion thereof, shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, or conveyed. The rights, liabilities, agreements and obligations herein set forth, except as otherwise stated herein, shall run with the Shared System Property, as applicable thereto, and any portion thereof and shall inure to the benefit of and be binding upon Grantor and Grantee and all parties claiming by, through or under them. The rights hereby granted to Grantee and its successors and assigns, constitute the perpetual right of Grantee to enforce this Covenant/Easement, and Grantor hereby covenants for itself and its successors and assigns, to stand seized and hold title to the Shared System Property, as applicable thereto, and any portion thereof, subject to this Covenant/Easement, provided, however, that a violation of this Covenant/Easement shall not result in a forfeiture or reversion of Grantor's title to the Shared System Property, as applicable thereto.

8. Concurrence Presumed. It being agreed that Grantor and all parties claiming by, through or under Grantor shall be deemed to be in accord with the provisions herein set forth and to agree for and among themselves and any party claiming by, through or under them, and their respective agents, contractors, sub-contractors and employees, that the Covenant/Easement herein established shall be adhered to and not violated and that their respective interests in the Shared System Property, as applicable thereto, shall be subject to the provisions herein set forth.

9. Incorporation into Deeds, Mortgages, Leases and Instruments of Transfer. Grantor hereby agrees to incorporate this Covenant/Easement, in full or by reference, into all deeds, easements, mortgages, leases, licenses, occupancy agreements or any other instrument of transfer by which an interest in and/or a right to use the Shared System Property, or any portion thereof, is conveyed.

10. Recordation. Grantor shall record and/or register this Covenant/Easement with the appropriate Registry of Deeds and/or Land Registration Office within 30 days of receipt from the Local Approving Authority of the approved Covenant/Easement. Grantor shall file with the Approving Authority a certified Registry copy of this Covenant/Easement as recorded and/or registered within 30 days of its date of recordation and/or registration.

11. Amendment and Release. This Covenant/Easement may be amended or released only upon approval by the Approving Authority. Any such amendment or release shall be recorded and/or registered with the appropriate Registry of Deeds and/or Land Registration Office.

12. Term. The covenants granted and declared herein are made for the benefit of the Grantor and the Grantee, their transferees, successors and assigns, and may be enforced as such by those parties. Said covenants shall constitute restrictions held by a governmental body, as those terms are defined in G.L. c.184, §26, and as such shall run in perpetuity and are not subject to G.L. c.184, §§27-30. To the extent such restrictions are deemed subject to said statutes, the restrictions shall have a duration of 99 years, and may be renewed for successive twenty-year periods by filing a notice of restriction prior to thirty years from the date of imposition, and thereafter prior to the end of each such twenty-year renewal period, as allowed by law pursuant to G.L. c.184, §§23 & 26-30, as the same may be amended or replaced.

13. Rights Reserved. This Covenant/Easement is granted to Grantee in connection with the approval of a Shared System pursuant to 310 CMR 15.290 through 15.292. It is expressly agreed that acceptance of this Covenant/Easement by Grantee shall not operate to bar, diminish, or in any way affect any legal or equitable right of the Approving Authority or DEP to issue any future order with respect to the Shared System Property, as applicable thereto, or in any way affect any other claim, action, suit, cause of action, or demand which the Approving Authority or DEP may have with respect thereto. Nor shall acceptance of this Covenant/Easement serve to impose any obligations, liabilities, or any other duties upon the Approving Authority. This Covenant/Easement shall become effective upon its recordation and/or registration with the appropriate Registry of Deeds and/or Land Registration Office.

WITNESS our hands and seals this _____ day of _____, 2014.

TOWN OF BOXBOROUGH,
By its Board of Selectmen

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

On this _____ day of _____, 2014, before me, the undersigned Notary Public, personally appeared _____, and proved to me through satisfactory evidence of identification, which were _____, to be the persons whose names are signed on the preceding document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose as Selectmen of the Town of Boxborough.

Notary Public

My Commission Expires:

The Boxborough Board of Health hereby approves this Grant of Title 5
Covenant and Easement (as to form only):

BOXBOROUGH BOARD OF HEALTH

By:

Date: _____

REGULATORY AUTHORITY
310 CMR 15.000: M.G.L. c. 21A, § 13.

497448/BOXB/0502

Exhibit C-2

Water Easement –*Town to District*

EXHIBIT C-2

A. Water Easement Grant to Benefit District

Together with the perpetual and non-exclusive right and easement in, under, through, and upon Grantor's remaining land at 427 Massachusetts Avenue (the "Town Property"), said land being more particularly described in a deed recorded with the Middlesex (South) Registry of Deeds in Book 11518, Page 377, less that portion of said land conveyed to Grantor herein (the "District Property"), for the purpose of taking and supplying the District Property with water from the so-called Hager Well, or from such other well as Grantor or Grantee may locate on the Town Property in the event the Hager Well ceases to function, and to construct, reconstruct, operate, maintain, use, repair and remove new and existing pipes and related appurtenances to carry out such purpose, provided that the wells and appurtenant facilities presently in place or hereafter constructed by the Town on the Town Property, including those pipes and related appurtenances used to distribute water from said well, shall at all times be and remain the property of Town, and shall be maintained and serviced exclusively by the Town, and further provided that as long as the Town continues to draw water from the Town Property and make such water available to Grantee, Grantee shall not exercise any of the easement rights granted herein, other than the right to the use of such water, without prior approval of Grantor, such approval not be unreasonably withheld. The easement shall further include the permanent right of entry upon and passage over the Town Property, by foot, motor vehicle, and heavy equipment, and to the extent feasible in such location as has already been provided for such access, for all purposes aforesaid and for uses incidental thereto. In no event shall Grantee's exercise of the easement rights granted herein, other than use of the water drawn from the Hager Well, unnecessarily and materially limit or compromise the Town Property and the Town's use thereof, as determined by the Town in its reasonable discretion.

Exhibit D

List of Gift and Grant Accounts

- Blanchard Educational Gift Fund
- Patricia A. Hall Scholarship
- SPED 94-192 (FY 14)
- Title IIA Teacher Quality (FY 14)
- Title 1 Program (FY 14)
- SPED Early Childhood (FY 14)
- RTTT Grant (FY 14)
- SPED Program Improvement (FY 14)
- SPED ECP Program Improvement (FY14)
- LELD Grant
- Mass Cultural Council Grant (Stars Program)
- Education Circuit Breaker.

Exhibit E

**List of Bonds Subject to Credits
(to be attached)**

DEBT SERVICE SCHEDULE

(2)

Town of Boxborough, Massachusetts

ISSUE PURPOSE Sewage Disposal Facility - School (inside the debt limit)
 ISSUE AMOUNT \$ 622,807.00 FINANCIAL ADVISOR Eastern Bank
 ISSUE DATE 07/01/05 PAYING AGENT U.S. Bank National Association
 ISSUE TYPE General Obligation Bond REGISTRAR The Depository Trust
 EXEMPT Yes LEGAL OPINION Ropes & Gray
 BANK QUALIFIED Yes PURCHASER (negotiated)
 STATE QUALIFIED No INSURER AMBAC Indemnity Corporation
 STATE GRANT (none) CUSIP NUMBER 103169

Date	Principal Balance	Principal Payment	Interest Payment	Principal & Interest	Coupon Rate	Call Price	Cusip Number
07/01/05	\$ 622,807.00	\$	\$	\$			
01/01/06	622,807.00	0.00	12,237.87	12,237.87			
07/01/06	585,000.00	37,807.00	12,237.87	50,044.87	3.5000	NA	CJ5
01/01/07	585,000.00	0.00	11,576.25	11,576.25			
07/01/07	550,000.00	35,000.00	11,576.25	46,576.25	3.5000	NA	CK2
01/01/08	550,000.00	0.00	10,963.75	10,963.75			
07/01/08	515,000.00	35,000.00	10,963.75	45,963.75	3.5000	NA	CL0
01/01/09	515,000.00	0.00	10,351.25	10,351.25			
07/01/09	480,000.00	35,000.00	10,351.25	45,351.25	3.5000	NA	CM8
01/01/10	480,000.00	0.00	9,738.75	9,738.75			
07/01/10	450,000.00	30,000.00	9,738.75	39,738.75	4.0000	NA	CN6
01/01/11	450,000.00	0.00	9,138.75	9,138.75			
07/01/11	420,000.00	30,000.00	9,138.75	39,138.75	4.0000	NA	CP1
01/01/12	420,000.00	0.00	8,538.75	8,538.75			
07/01/12	390,000.00	30,000.00	8,538.75	38,538.75	4.0000	NA	CQ9
01/01/13	390,000.00	0.00	7,938.75	7,938.75			
07/01/13	360,000.00	30,000.00	7,938.75	37,938.75	4.0000	NA	CR7
01/01/14	360,000.00	0.00	7,338.75	7,338.75			
07/01/14	330,000.00	30,000.00	7,338.75	37,338.75	4.0000	NA	CS5
01/01/15	330,000.00	0.00	6,738.75	6,738.75			
07/01/15	300,000.00	30,000.00	6,738.75	36,738.75	4.0000	NA	CT3
01/01/16	300,000.00	0.00	6,138.75	6,138.75			
07/01/16	270,000.00	30,000.00	6,138.75	36,138.75	4.0000	100.0000	CU0
01/01/17	270,000.00	0.00	5,538.75	5,538.75			
07/01/17	240,000.00	30,000.00	5,538.75	35,538.75	4.0000	100.0000	CV8
01/01/18	240,000.00	0.00	4,938.75	4,938.75			
07/01/18	210,000.00	30,000.00	4,938.75	34,938.75	4.0000	100.0000	CW6
01/01/19	210,000.00	0.00	4,338.75	4,338.75			
07/01/19	180,000.00	30,000.00	4,338.75	34,338.75	4.0000	100.0000	CX4
01/01/20	180,000.00	0.00	3,738.75	3,738.75			
07/01/20	150,000.00	30,000.00	3,738.75	33,738.75	4.0000	100.0000	CY2
01/01/21	150,000.00	0.00	3,138.75	3,138.75			
07/01/21	120,000.00	30,000.00	3,138.75	33,138.75	4.1000	100.0000	CZ9
01/01/22	120,000.00	0.00	2,523.75	2,523.75			
07/01/22	90,000.00	30,000.00	2,523.75	32,523.75	4.1250	100.0000	DA3
01/01/23	90,000.00	0.00	1,905.00	1,905.00			
07/01/23	60,000.00	30,000.00	1,905.00	31,905.00	4.2000	100.0000	DB1
01/01/24	60,000.00	0.00	1,275.00	1,275.00			
07/01/24	30,000.00	30,000.00	1,275.00	31,275.00	4.2500	100.0000	DC9
01/01/25	30,000.00	0.00	637.50	637.50			
07/01/25	0.00	30,000.00	637.50	30,637.50	4.2500	100.0000	DD7
Total	\$ 622,807.00	\$ 30,000.00	\$ 257,470.74	\$ 880,277.74			

Net Interest Cost 4.010365 (premium = 100.433518)
 True Interest Cost 3.984680
 Average Life 10.200282 years

Town of Boxborough, Massachusetts

ISSUE PURPOSE Water - School (outside the debt limit)
 ISSUE AMOUNT \$ 874,193.00
 ISSUE DATE 07/01/05
 ISSUE TYPE General Obligation Bond
 EXEMPT Yes
 BANK QUALIFIED Yes
 STATE QUALIFIED No
 STATE GRANT (none)
 FINANCIAL ADVISOR Eastern Bank
 PAYING AGENT U.S. Bank National Association
 REGISTRAR The Depository Trust
 LEGAL OPINION Ropes & Gray
 PURCHASER (negotiated)
 INSURER AMBAC Indemnity Corporation
 CUSIP NUMBER 103169

Date	Principal Balance	Principal Payment	Interest Payment	Principal & Interest	Coupon Rate	Call Price	Cusip Number
07/01/05	\$ 874,193.00						
01/01/06	874,193.00	0.00	17,208.38	17,208.38			
07/01/06	825,000.00	49,193.00	17,208.38	66,401.38	3.5000	NA	CJ5
01/01/07	825,000.00	0.00	16,347.50	16,347.50			
07/01/07	780,000.00	45,000.00	16,347.50	61,347.50	3.5000	NA	CK2
01/01/08	780,000.00	0.00	15,560.00	15,560.00			
07/01/08	735,000.00	45,000.00	15,560.00	60,560.00	3.5000	NA	CL0
01/01/09	735,000.00	0.00	14,772.50	14,772.50			
07/01/09	690,000.00	45,000.00	14,772.50	59,772.50	3.5000	NA	CM8
01/01/10	690,000.00	0.00	13,985.00	13,985.00			
07/01/10	645,000.00	45,000.00	13,985.00	58,985.00	4.0000	NA	CN6
01/01/11	645,000.00	0.00	13,085.00	13,085.00			
07/01/11	600,000.00	45,000.00	13,085.00	58,085.00	4.0000	NA	CP1
01/01/12	600,000.00	0.00	12,185.00	12,185.00			
07/01/12	555,000.00	45,000.00	12,185.00	57,185.00	4.0000	NA	CQ9
01/01/13	555,000.00	0.00	11,285.00	11,285.00			
07/01/13	510,000.00	45,000.00	11,285.00	56,285.00	4.0000	NA	CR7
01/01/14	510,000.00	0.00	10,385.00	10,385.00			
07/01/14	465,000.00	45,000.00	10,385.00	55,385.00	4.0000	NA	CS5
01/01/15	465,000.00	0.00	9,485.00	9,485.00			
07/01/15	420,000.00	45,000.00	9,485.00	54,485.00	4.0000	NA	CT3
01/01/16	420,000.00	0.00	8,585.00	8,585.00			
07/01/16	375,000.00	45,000.00	8,585.00	53,585.00	4.0000	100.0000	CU0
01/01/17	375,000.00	0.00	7,685.00	7,685.00			
07/01/17	330,000.00	45,000.00	7,685.00	52,685.00	4.0000	100.0000	CV8
01/01/18	330,000.00	0.00	6,785.00	6,785.00			
07/01/18	285,000.00	45,000.00	6,785.00	51,785.00	4.0000	100.0000	CW6
01/01/19	285,000.00	0.00	5,885.00	5,885.00			
07/01/19	240,000.00	45,000.00	5,885.00	50,885.00	4.0000	100.0000	CX4
01/01/20	240,000.00	0.00	4,985.00	4,985.00			
07/01/20	200,000.00	40,000.00	4,985.00	44,985.00	4.0000	100.0000	CY2
01/01/21	200,000.00	0.00	4,185.00	4,185.00			
07/01/21	160,000.00	40,000.00	4,185.00	44,185.00	4.1000	100.0000	CZ9
01/01/22	160,000.00	0.00	3,365.00	3,365.00			
07/01/22	120,000.00	40,000.00	3,365.00	43,365.00	4.1250	100.0000	DA3
01/01/23	120,000.00	0.00	2,540.00	2,540.00			
07/01/23	80,000.00	40,000.00	2,540.00	42,540.00	4.2000	100.0000	DB1
01/01/24	80,000.00	0.00	1,700.00	1,700.00			
07/01/24	40,000.00	40,000.00	1,700.00	41,700.00	4.2500	100.0000	DC9
01/01/25	40,000.00	0.00	850.00	850.00			
07/01/25	0.00	40,000.00	850.00	40,850.00	4.2500	100.0000	DD7
Total	\$ 874,193.00	\$ 874,193.00	\$ 361,726.76	\$ 1,235,919.75			

Net Interest Cost 4.008615 (premium = 100.433518)
 True Interest Cost 3.983855
 Average Life 10.214212 years

Town of Boxborough, Massachusetts

ISSUE PURPOSE Building Addition - School REFUNDING (inside the debt limit)
 ISSUE AMOUNT \$ 3,600,000.00
 ISSUE DATE 07/01/05
 FINANCIAL ADVISOR Eastern Bank
 PAYING AGENT U.S. Bank National Association
 ISSUE TYPE General Obligation Bond
 REGISTRAR The Depository Trust
 EXEMPT Yes
 LEGAL OPINION Ropes & Gray
 BANK QUALIFIED Yes
 PURCHASER (negotiated)
 STATE QUALIFIED No
 INSURER AMBAC Indemnity Corporation
 STATE GRANT (none)
 CUSIP NUMBER 103169

Date	Principal Balance	Principal Payment	Interest Payment	Principal & Interest	Coupon Rate	Call Price	Cusip Number
07/01/05	\$ 3,600,000.00	\$	\$	\$	%	%	
01/01/06	3,600,000.00	0.00	70,025.00	70,025.00			
07/01/06	3,575,000.00	25,000.00	70,025.00	95,025.00	3.5000	NA	CJ5
01/01/07	3,575,000.00	0.00	69,587.50	69,587.50			
07/01/07	3,550,000.00	25,000.00	69,587.50	94,587.50	3.5000	NA	CK2
01/01/08	3,550,000.00	0.00	69,150.00	69,150.00			
07/01/08	3,180,000.00	370,000.00	69,150.00	439,150.00	3.5000	NA	CL0
01/01/09	3,180,000.00	0.00	62,675.00	62,675.00			
07/01/09	2,810,000.00	370,000.00	62,675.00	432,675.00	3.5000	NA	CM8
01/01/10	2,810,000.00	0.00	56,200.00	56,200.00			
07/01/10	2,445,000.00	365,000.00	56,200.00	421,200.00	4.0000	NA	CN6
01/01/11	2,445,000.00	0.00	48,900.00	48,900.00			
07/01/11	2,085,000.00	360,000.00	48,900.00	408,900.00	4.0000	NA	CP1
01/01/12	2,085,000.00	0.00	41,700.00	41,700.00			
07/01/12	1,725,000.00	360,000.00	41,700.00	401,700.00	4.0000	NA	CQ9
01/01/13	1,725,000.00	0.00	34,500.00	34,500.00			
07/01/13	1,370,000.00	355,000.00	34,500.00	389,500.00	4.0000	NA	CR7
01/01/14	1,370,000.00	0.00	27,400.00	27,400.00			
07/01/14	1,020,000.00	350,000.00	27,400.00	377,400.00	4.0000	NA	CS5
01/01/15	1,020,000.00	0.00	20,400.00	20,400.00			
07/01/15	675,000.00	345,000.00	20,400.00	365,400.00	4.0000	NA	CT3
01/01/16	675,000.00	0.00	13,500.00	13,500.00			
07/01/16	335,000.00	340,000.00	13,500.00	353,500.00	4.0000	100.0000	CU0
01/01/17	335,000.00	0.00	6,700.00	6,700.00			
07/01/17	0.00	335,000.00	6,700.00	341,700.00	4.0000	100.0000	CV8
Total	\$ 3,600,000.00	\$ 1,041,475.00	\$ 1,041,475.00	\$ 4,641,475.00			

Net Interest Cost 3.890286 (premium = 100.433518)
 True Interest Cost 3.874784
 Average Life 7.325000 years

864500

THE COMMONWEALTH OF MASSACHUSETTS
TOWN OF BOXBOROUGH
ANTICIPATION OF SERIAL LOAN

No. 362-1

\$864,500

Date of Issue: February 14, 2014

This Note is exempt from Taxation in Massachusetts

For Value Received the inhabitants of the **Town of Boxborough** by their Treasurer hereto duly authorized by vote of said Town passed on May 17, 2012, May 13, 2013 and by Sections 7(9) and Section 7(3A), Chapter 44 of the Massachusetts General Laws,

promise to pay to

Century Subsidiary Investments Inc. III

or order at

Century Bank

Eight Hundred Sixty Four Thousand Five Hundred Dollars

on the 13th day of February, 2015 with interest at the rate of 0.55% percent per annum, payable at maturity.

Countersigned and approved:

Vin M. Quinn

Margaret M. Denny
Town Treasurer
Town of Boxborough

Robert J. Joly 1/27/14

Selectmen
and a
majority thereof

James J. Green

David Suterman

[Signature]

(Town Seal)
to be affixed here

I certify that this note was countersigned, and approved by the Selectmen in my presence.

January 27, 2014

Egr A. Martini
Town Clerk

The Commonwealth of Massachusetts
Department of Revenue, Boston

_____, 2014

I hereby certify that this note appears to have been duly issued in accordance with the provisions of Chapter 44, General Laws; and that there is on file in this office, where they may be inspected, certification by the Town Clerk of a true copy of the Town Treasurer's record of the issue of this note and, where applicable, of a true copy of the vote of the duly warned Town Meeting authorizing the loan, together with certification that the signatures appearing upon said note are those of the duly qualified Treasurer and the majority of the Selectmen of said Town.

Director of Accounts

TOWN OF BOXBOROUGH
 BOND ANTICIPATION NOTES - MUNICIPAL PURPOSE
 DATED: FEBRUARY 14, 2014
 DUE: FEBRUARY 13, 2015

<u>Date</u>	<u>Article</u>	<u>Purpose</u>	<u>Amount Authorized</u>	<u>Previous New Issues</u>	<u>Previous Paydowns</u>	<u>Paydowns This Issue</u>	<u>This Issue New</u>	<u>This Issue Renewal</u>	<u>Balance Unissued</u>
5/17/2012	14	Generator - DPW	50,000.00	50,000.00	-	-	-	50,000.00	-
5/17/2012	15	Field Mower - DPW	50,000.00	50,000.00	-	-	-	50,000.00	-
5/17/2012	23	School Roof Renovation	180,000.00	180,000.00	-	-	-	180,000.00	-
5/13/2013	9	Replace Windows - Town	35,000.00	-	-	-	35,000.00	-	-
5/13/2013	12	Emergency Response Vehicle	47,500.00	-	-	-	47,500.00	-	-
5/13/2013	13	Ambulance	220,000.00	-	-	-	220,000.00	-	-
5/13/2013	15	DPW Mower	100,000.00	-	-	-	100,000.00	-	-
5/13/2013	16	DPW Dumpster	20,000.00	-	-	-	20,000.00	-	-
5/13/2013	17	Pelpace Police HVAC	32,179.89	-	-	-	32,000.00	-	179.89
5/13/2013	20	Replace Windows - School	90,000.00	-	-	-	90,000.00	-	-
5/13/2013	21	Security Upgrade - School	40,000.00	-	-	-	40,000.00	-	-
			864,679.89	280,000.00	-	-	584,500.00	280,000.00	179.89

Exhibit F

List Of Operating Agreements

RISO, Inc. Maintenance Agreement – Additional Terms & Conditions

1. This Agreement becomes valid upon execution by RISO. **IN ORDER TO PROVIDE FOR UNINTERRUPTED SERVICE, THE TERM OF THIS AGREEMENT) SHALL BE FOR THE INITIAL TERM (SEE PARAGRAPH 2.I BELOW) AND SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE RENEWAL TERMS (SEE PARAGRAPH 2.s. BELOW) UNLESS — AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THE RENEWAL TERM THAT IS THEN IN EFFECT — EITHER PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION NOT TO RENEW THIS AGREEMENT WITH RESPECT TO ANY OR ALL OF THE COVERED EQUIPMENT (AND THEN SUCH NOTICE SHALL BE EFFECTIVE ONLY AS TO SUCH EQUIPMENT AS IS SO INDICATED). NOTICE OF INTENTION NOT TO RENEW THIS AGREEMENT SHALL BE MADE IN THE MANNER PROVIDED BY PARAGRAPH 8.h. BELOW.**

- a. **RATES AND AMOUNTS CHARGED UNDER THIS AGREEMENT ARE NOT GUARANTEED FOR ANY SUBSEQUENT RENEWAL TERM, AND CUSTOMER EXPRESSLY ACKNOWLEDGES THAT AS THE COVERED EQUIPMENT AGES, AND FOR OTHER REASONS, AT THE TIME OF A RENEWAL RISO MAY DESIRE TO MAKE A FEE CHANGE AS PROVIDED IN PARAGRAPH 3(E) BELOW. ACCORDINGLY, AT LEAST FORTY-FIVE (45) DAYS PRIOR TO THE START OF EACH RENEWAL TERM, RISO WILL NOTIFY CUSTOMER OF ANY SUCH FEE CHANGE APPLICABLE TO THAT RENEWAL TERM.**
- b. **Customer agrees that the Terms and Conditions governing any Renewal Term shall be those terms posted online and effective as of the start date of that Renewal Term.**
- c. **In the event that RISO determines that Customer's actual usage of the Equipment during the Contract Billing Period (see paragraph 2.f below) exceeds the Base Copy Volume provided in this Agreement, RISO may, but is under no obligation to, offer Customer the opportunity to renew this Agreement under a different Base Copy Volume and Base Contract Amount than is contained in this Agreement. If Customer accepts any such revision to the Base Copy Volume and/or Base Contract Amount, the revised Base Copy Volume and Base Contract Amount shall be substituted, for all purposes, into this Agreement for the then current and any subsequent Renewal Terms.**

2. In this Agreement, the following words and phrases have the meaning set forth below:

- a. "Allowance for Masters" is the amount that the Equipment's master count meter (or "Master Meter") may increase during an overage billing period before Customer will incur a Master Overage Charge. For example, if Overage Charges are billed every six months and the Allowance for Masters is 1,000 masters per month, Customer will incur a Master Overage Charge if more than 6,000 masters are used in the six-month billing period.
- b. "Base Contract Amount" is the minimum charge Customer will pay for Service, Parts, and Operating Supplies covered under this Agreement for the Contract Billing Period. This amount is not guaranteed for subsequent renewals of this Agreement and may increase as the Equipment ages, as noted in paragraph 1.a. above.
- c. "Base Charge Per Copy" is the Base Contract Amount divided by the Annual Base Copy Volume.
- d. "Base Copy Volume" is the number of Copies Customer is entitled to make during the Overage Billing Period before incurring any Overage Copy Charges. If the Overage Billing Period is twelve months, then the Base Copy Volume is the Annual Base Copy Volume referred to on page one of this Agreement, or sometimes listed as the volume of copies billed at a "Rate" of "\$0" under "Periodic Usage or "Overage" Charges: COPY" (both referred to herein as the "Annual Base Copy Volume"). If the Overage Billing Period is other than twelve months, the Base Copy Volume is the Annual Base Copy Volume apportioned evenly over the number of months in the Overage Billing Period. For example, if the Annual Base Copy

RISO, Inc. Maintenance Agreement – Additional Terms & Conditions

Volume is 1,000,000, with a Contract Billing Period of twelve months, and an Overage Billing Period of three months (quarterly), the Base Copy Volume for each three month billing period would be 250,000.

- e. "Business Hours" means between 8:30 AM and 5:00 PM in Customer's time zone, Monday through Friday.
- f. "Contract Billing Period" is twelve (12) months unless otherwise indicated in the "Base Contract Billed Every ____ Month(s)" (sometimes referred to as the "Base Copy Billing Cycle") on page 1 of this Agreement.
- g. "Copy" and "Copies" refer to Customer's use of the Equipment and Accessories covered under this Agreement that causes increases to the Equipment's copy billing meter (or "Copy Meter").
- h. "Copy Overage Charge" is the amount Customer will be charged for Copies used in excess of the Base Copy Volume, and is calculated by multiplying the Overage Copy Charge Rate by the number of Copies by which the Customer exceeds the Base Copy Volume for the applicable Overage Billing Period.
- i. "Covered Equipment," "RISO Equipment," or "Equipment" refers to the Equipment listed on page 1 of this Agreement identified by Description and Serial Number.
- j. "Date Installed" is the date the Equipment was installed at Customer's location.
- k. "Fee Changes" has the meaning set forth in paragraph 3.e.
- l. "Initial Term" is twelve (12) months from the Contract Start Date stated on page one of this Agreement unless otherwise indicated in the "Base Contract Billed Every ____ Month(s)" in which case the Initial Term shall be the number of months indicated.
- m. "Master Overage Charge" is the amount Customer will be charged for masters used in excess of the Allowance for Masters (or sometimes listed as the volume of masters listed at a Rate of \$0 under "Periodic Usage or "Overage" Charges: MASTER) during the applicable Overage Billing Period ("Excess Masters"). The Master Overage Charge is calculated by multiplying the Overage Master Charge Rate by the number of Excess Masters.
- n. "Operating Supplies" are inks and/or masters for use in RISO Equipment.
- o. "Overage Billing Period" is the number of months in the time frame referred to on page one of this Agreement as "Overage Charges Billed Every ____ Month(s)" (sometimes referred to as "Usage/Overage Billing Cycle").
- p. "Overage Charges" are the aggregate of the Master Overage Charge and Copy Overage Charge.
- q. "Overage Copy Charge Rate" is the amount per Copy Customer will be charged for making Copies in excess of the Base Copy Volume described in paragraph 2.d above.
- r. "Overage Master Charge Rate" is the amount per master Customer will be charged for each master used in excess of the Allowance for Masters. The Overage Master Charge Rate is as listed on page one of this Agreement (sometimes referred to as the "Periodic Usage or "Overage" Charges" rate).
- s. "Renewal Term" is twelve (12) months from the Term End Date.
- t. "RISO Corporate Holiday" refers to all published corporate holidays extended to RISO employees.
- u. "RISO Products" refers to Equipment, Accessories, and/or Operating Supplies sold or furnished by RISO and that are included in this Agreement.
- v. "RISO Authorized Technician" means a RISO product specialist employed by RISO, or a RISO-certified technician.
- w. "Standard Rates" are the then current hourly rate customarily charged by RISO for service technician labor, including the higher rates charged for service outside Business Hours and RISO Corporate Holidays, and the then current published list prices for RISO parts and Operating Supplies.
- x. "Start Copy Meter" is the copy billing meter reading at the beginning of the Contract Start Date.
- y. "Start Master Meter" is the master count meter reading at the beginning of the Contract Start Date.
- z. "Term End Date" is the date upon which an Initial Term or Renewal Term ends.

3. Payments:

- a. Unless otherwise agreed to in writing by RISO, the Base Contract Amount for the Initial Term is due at the time Customer executes this Agreement, and for any Renewal Term is due within thirty (30) days of Customer's receipt of invoice for the Base Contract Amount applicable to the Renewal Term.
- b. RISO will invoice any Overage Charges at the conclusion of each Overage Billing Period (see paragraph 2.o. above), and these amounts will be due 30 days from date of invoice.
- c. RISO shall have the right to apply all sums received from Customer to any amounts due and owed to it in such order or priority as RISO shall determine.
- d. If for any reason Customer's check is returned for nonpayment, a \$25 insufficient funds charge will be assessed and Customer agrees to pay this assessment upon receipt of invoice.
- e. RISO may change the amounts of any fees charged to Customer set forth in this Agreement, including without limitation, the Base Contract Amount, the Base Copy Charge, the Base Copy Volume, the Master Overage Charge, the Overage Copy Charge Rate, and the Allowance for Masters ("Fee Changes"), by notifying Customer of Fee Changes at least forty-five (45) days prior to the expiration of the Initial Term or the Renewal Term that is then in effect. Customer may thereafter elect to terminate this Agreement by so notifying RISO in the manner provided in paragraph 8.h. at least thirty (30) days prior to the Term End

RISO, Inc. Maintenance Agreement – Additional Terms & Conditions

Date, and such termination shall be effective as of the Term End Date. If Customer does not notify RISO of its election to terminate this Agreement at least thirty (30) days prior to the Term End Date, then the Fee Changes shall become effective at the beginning of the Renewal Term.

4. Customer undertakes that:
 - a. Customer acknowledges that RISO recommends that all maintenance and repair work ("Service") on the Equipment be carried out by RISO's representatives. If Service is performed by persons other than RISO's Authorized Technicians, and if RISO determines that such Service is the cause of operating problems with Customer's RISO Equipment, then RISO may determine that costs to return the RISO Equipment to the operating specifications and standards of the manufacturer are not covered under this Agreement; otherwise, such costs will be covered under this Agreement.
 - b. Customer will comply with RISO's specifications for the type, use, and storage of paper and other copying media to be used in the Equipment, and Customer acknowledges that Service that becomes necessary due to Customer's failure to comply will not be covered under this Agreement.
 - c. In the event Operating Supplies are covered as part of this Agreement, (i) RISO may in its discretion, and based upon its experience in the printing and copying industry, determine that Customer's consumption of Operating Supplies exceeds that which would typically be obtained by normal use of the Equipment at the level of meter readings for such equipment, and in such event, RISO may suspend further delivery of Operating Supplies until the usage level of the Equipment, as determined by the meter readings, justifies further shipment of Operating Supplies; (ii) any Operating Supplies not consumed by the Equipment covered by this Agreement remain the property of RISO and may not be used by Customer in any other Equipment or for any other purpose; and (iii) Customer agrees to return to RISO any unused Operating Supplies at the termination of this Agreement.
 - d. Customer agrees to obtain and provide RISO with accurate and timely Copy Meter and Master Meter readings at the conclusion of each Overage Billing Period during and at the conclusion of this Agreement, and at the conclusion of each Term End Date, or at such other times that RISO may reasonably request in order to monitor usage of the Equipment, monitor consumption of Operating Supplies, and calculate Copy Overage Charges and Master Overage Charges. If Customer does not provide RISO with a required meter reading, RISO may estimate the Copy Meter and/or Master Meter reading(s) based on a representative period of past usage as determined by RISO in its sole discretion, and Customer agrees to accept such estimated reading for billing purposes, provided further that a subsequent bill(s) may thereafter be adjusted, as appropriate, in accordance with actual reading(s). Customer further agrees that if a RISO inspection determines that Customer's meter readings are incorrect, RISO may substitute its own meter readings, and Customer agrees to accept these substituted readings for billing purposes.
 - e. Customer agrees to keep the Equipment and Operating Supplies covered under this Agreement at the address shown on this Agreement, and not to move the Equipment and/or Operating Supplies without RISO's written consent, such consent not to be unreasonably withheld.
 - f. Customer grants RISO's Authorized Technicians access to the Equipment covered under this Agreement for purposes of inspection, Service, to perform its obligations or exercise its rights under this Agreement, or any other purpose at any reasonable time during Business Hours, including on-site inspections to verify the accuracy of meter readings.
 - g. Customer will not use the Equipment covered under this Agreement other than in accordance with the manufacturer's specifications, as posted on RISO's web site, <http://us.riso.com>.
 - h. Customer will appoint at least one member of its staff at each location as a principal operator who shall be trained in the use of the Equipment by RISO. Customer will ensure that a principal operator is available to carry out the instructions in Equipment instruction manual(s). Customer is responsible for requesting training if a principal operator is no longer employed by Customer or is no longer appointed as a principal operator.
 - i. Customer agrees to pay RISO's Standard Rates for:
 - i. Service required on any RISO Corporate Holiday or outside Business Hours when Customer requests that service be provided at these times.
 - ii. Service made necessary to repair damage or make adjustments required if such damage or adjustment is **caused by** the use of supplies, parts, or attachments not sold or approved by RISO or its authorized dealers. (RISO Equipment is designed to give excellent performance when used with genuine RISO Operating Supplies. It is not a condition of this Agreement, however, that Customer use only genuine RISO Operating Supplies.)
 - iii. Service made necessary due to incompatibility of, or defects in, Customer's computers, network, or software.
 - iv. Service made necessary by neglect or misuse of Customer, including untrained operators of the Equipment.
 - v. Equipment relocation service.
 - vi. Operating Supplies not identified on page one as included under this Agreement.

RISO, Inc. Maintenance Agreement – Additional Terms & Conditions

- vii. Service calls to train additional principal operators because a principal operator is no longer employed by Customer or is no longer appointed as a principal operator.
- viii. Service not covered under this Agreement.
- ix. Any parts, labor, or Operating Supplies provided to Customer if the need for the same is caused by Customer's breach of any provision or requirement of paragraph 4, including as a result of excessive usage as referenced in paragraph 4.c.(i).

5. Subject to the foregoing, RISO undertakes that during the Contract Billing Period, RISO will provide Service of the Equipment covered by this Agreement in accordance with the general operating specifications and standards of the manufacturer, including inspection, adjustment, repairs, and parts replacement, subject to the following additional terms:

- a. RISO shall not be liable for any failure to render Service or provide supplies due to causes beyond RISO's reasonable control.
- b. If Customer fails to pay RISO any amounts due hereunder within 30 days of the due date, RISO may place Service calls and Operating Supplies on a C.O.D. status at Standard Rates, or RISO may elect to suspend performance of RISO's obligations under this Agreement, until all monies due are paid, without prejudice to any existing rights, including but not limited to RISO's right to terminate this Agreement.
- c. RISO has no liability for Service or repair obligations to the Equipment except as provided for in this Agreement.

6. Entire Agreement:

- a. This Agreement constitutes the entire agreement between Customer and RISO regarding the Service of the Equipment and accessories and the provision of Operating Supplies covered under this Agreement, and supersedes all previous agreements, proposals, representations, or understandings, written or oral.
- b. No modification or amendment hereof shall be binding upon RISO unless made in writing and executed on behalf of RISO by its duly authorized officer or representative. This Agreement may be modified only in writing signed by the parties hereto, and may not be modified through any purported course of dealing or course of performance.

7. Warranty and Exclusions: Except as stated herein, or in RISO's written warranty applying to the RISO products ("RISO, Inc. New Product Warranty"), there are no other representations, warranties, promises, guarantees or agreements, oral or written, expressed or implied, between the parties hereto with respect to the Agreement or the RISO Products.

THIS AGREEMENT DOES NOT GIVE RISE TO ANY EXPRESS OR IMPLIED WARRANTIES, AND, (EXCEPT FOR RISO'S WRITTEN WARRANTY APPLYING TO NEW RISO PRODUCTS) ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, REASONABLE CARE, AND/OR FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT RISO KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), ARE EXCLUDED WITH RESPECT TO ANY RISO PRODUCT OR ANY OTHER PRODUCT SOLD, USED, OR PROVIDED UNDER THIS AGREEMENT. RISO FURTHER DISCLAIMS ANY AND ALL WARRANTIES, AND/OR REPRESENTATIONS OF TITLE AND NON-INFRINGEMENT WITH RESPECT TO ANY TRADEMARKS AND OTHER INTELLECTUAL PROPERTY, OR ANY LICENSED SOFTWARE AND/OR DOCUMENTATION.

8. General:

- a. Customer authorizes RISO to insert in this Agreement serial numbers, Start Copy Meter readings, Start Master Meter readings, and other information about the Equipment or Operating Supplies as well as other omitted factual matters.
- b. In the event this Agreement relates to more than one item of Equipment, failure to make payment as to any amount due under this Agreement shall operate as a default with respect to the Agreement as a whole and shall not be a default limited to any single item of Equipment.
- c. Signatures: The person executing the Agreement on behalf of Customer warrants and represents that he/she has full power and authorization to enter into this Agreement and to bind Customer. RISO and Customer agree to accept a digital image of this Agreement, as executed, as a true and correct original.
- d. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, trustees, and assigns.

RISO, Inc. Maintenance Agreement – Additional Terms & Conditions

- e. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall not invalidate the remaining provisions of this Agreement.
 - f. Neither RISO nor Customer shall be liable to the other for any punitive or exemplary damages of any sort (including treble or other multiple damages), and both expressly waive any right they might otherwise have to seek the same. RISO will not under any circumstances be liable to Customer for any loss of business or profit or for any consequential or incidental damages, whatever the cause.
 - g. There are no intended, indirect, or incidental third party beneficiaries to this Agreement.
 - h. All notices or demands required or permitted by this Agreement shall be in writing and shall be delivered personally, sent by certified or registered mail (postage prepaid), by facsimile, or overnight air courier, to the address of the receiving Party as set forth herein, or to such other address as either Party may designate by notifying the other Party in writing. Any notice or demand will be effective upon receipt. In the event that RISO is unable to provide written notice to Customer for reasons such as Customer refuses to accept delivery of notice or has ceased to do business from its address as stated on page one of the Agreement, then receipt of such notice shall be deemed to occur three business days after the mailing of notice. Notices from RISO to Customer shall be sent to Customer's address on page one of this Agreement. Notices from Customer to RISO shall be sent to:
 - RISO, INC.
 - Attention: Service Contracts Administration
 - 300 Rosewood Drive
 - Suite 210
 - Danvers, MA 01923
 - i. Waiver, Defaults, Breaches, and Omissions: The failure of either Party at any time to require performance by the other Party of any provision hereof shall in no way affect the full right to require such performance at any time thereunder. Nor shall the waiver by either Party of a breach of any provision hereof constitute a waiver of any succeeding breach of the same or any other such provision nor constitute a waiver of the provision itself. A delay by RISO in invoicing Customer for any amounts due under this Agreement shall not constitute a waiver of Customer's obligation to pay those amounts within the time due upon later receipt of invoice.
 - j. Governing Law: This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, without giving effect to any conflict of law, provision, or rule.
9. Default. Customer will be in default under this Agreement if:
- a. Customer breaches any terms, warranties or representations contained herein or in any other agreement between RISO and Customer;
 - b. Any guarantor of Customer's debts to RISO breaches any terms, warranties or representations contained in any guaranty or other agreement between the guarantor and RISO;
 - c. Any representation, statement, report or certificate made or delivered by Customer or any guarantor to RISO is not accurate when made;
 - d. Customer fails to pay any portion of Customer's debts to RISO when due and payable hereunder or under any other agreement between RISO and Customer;
 - e. Customer abandons any of the RISO Equipment or Accessories that are the subject of this Agreement;
 - f. Customer or any guarantor is or becomes in default in the payment of any debt owed to any third party;
 - g. A money judgment issues against Customer or any guarantor;
 - h. An attachment, sale or seizure issues or is executed against any assets of Customer or of any guarantor;
 - i. The undersigned dies while Customer's business is operated as a sole proprietorship, any general partner dies while Customer's business is operated as a general or limited partnership, or any member dies while Customer's business is operated as a limited liability company, as applicable;
 - j. Any guarantor dies;
 - k. Customer or any guarantor shall cease existence as a corporation, partnership, limited liability company or trust, as applicable;
 - l. Customer or any guarantor ceases or suspends business;
 - m. Customer, any guarantor or any member while Customer's business is operated as a limited liability company, as applicable, makes a general assignment for the benefit of creditors;
 - n. Customer, any guarantor, or any member while Customer's business is operated as a limited liability company, as applicable, becomes insolvent or voluntarily or involuntarily becomes subject to the Federal Bankruptcy Code, any state insolvency law or any similar law;
 - o. Any receiver is appointed for any assets of Customer, any guarantor, or any member while Customer's business is operated as a limited liability company, as applicable;
 - p. Any guaranty of Customer's debts to RISO is claimed to be terminated; or

RISO, Inc. Maintenance Agreement – Additional Terms & Conditions

- q. RISO determines in good faith that it is insecure with respect to any of the RISO Products or the payment of any part of Customer's obligation to RISO.

10. Rights of RISO Upon Default. In the event of a default, RISO may at any time at RISO's election, do any one or more of the following:

- a. Without notice or demand to Customer, declare all or any part of the debt Customer owes RISO immediately due and payable, together with all costs and expenses of RISO' collection activity, including, without limitation, all reasonable attorneys' fees, costs, or expert fees; exercise any or all rights under applicable law (including, without limitation, the right to possess, transfer and dispose of any or all RISO Products that are the subject of this Agreement).
- b. Upon RISO' oral or written demand, require that Customer segregate and keep the RISO Products in trust for RISO, and in good order and repair, and that Customer not sell, rent, lease, consign, otherwise dispose of or use any of the RISO Products, nor further encumber any of the RISO Products.
- c. Upon RISO's oral or written demand, require that Customer immediately deliver the RISO Products to RISO, in good order and repair, at a place specified by RISO, together with all related documents; or RISO may, in RISO' sole discretion and without notice or demand to Customer, take immediate possession of the RISO Products together with all related documents.

All of RISO' rights and remedies are cumulative. RISO' failure to exercise any of RISO' rights or remedies hereunder will not waive any of RISO' rights or remedies, whether legal or equitable, as to any past, current, or future default.

11. Arbitration: Any controversy or claim arising out of or relating to this Agreement shall be determined exclusively by binding arbitration in Boston, Massachusetts in accordance with the Commercial Arbitration Rules of the American Arbitration Association utilizing three arbitrators. The arbitrators shall award all reasonable attorney's fees and costs, including fees of arbitration and expert fees, incurred in connection with the arbitration to the Party the arbitrators determine substantially prevailed in the arbitration. Any award or order rendered by the arbitrators pursuant to the terms of this Agreement may be entered as a judgment or order in any state or federal court and may be confirmed within the federal judicial district which includes the residence of the Party against whom such award or order was entered. The Federal Arbitration Act, Title 9 U.S.C. Sections 1 et seq., as amended, will govern all arbitration(s) and confirmation proceedings hereunder. Consistent with paragraph 8(f) above, the arbitrators shall have no power to award, and the Parties do not agree to arbitrate any claims seeking, punitive or exemplary damages (including treble or other multiple damages). Notwithstanding the binding arbitration provision of this paragraph 11, in the event of a breach or default by Customer pursuant to paragraph 3 above, or as necessary to restrain violation of intellectual property rights, RISO shall have the right to bring an action in any court of competent jurisdiction for injunctive relief, repossession, replevin, sequestration, seizure, attachment, and/or any other prejudgment or provisional action or remedy. The filing of any such action or remedy will not waive RISO's or Customer's right to compel arbitration under this paragraph. If Customer fails to make payments when due, RISO may seek recovery, at its option, in arbitration, including by way of counterclaim, or by bringing suit in a court of competent jurisdiction.

12. Indemnity: Customer agrees to save, hold harmless, and indemnify RISO from any and all claims, actions, liabilities, or damages, including without limitation attorneys' fees, costs, expert fees, and expenses, incurred by RISO as a result of (a) Customer's misuse or abuse of the Equipment or Operating Supplies that are the subject of this Agreement, or (b) Customer's negligent, reckless, or unlawful conduct resulting in bodily or emotional injury to any person or property damage to any real or personal property.



MAINTENANCE AGREEMENT
RISO, Inc. 300 Rosewood Drive, Suite 210, Danvers, MA 01923

CUSTOMER # _____

Contract Number:	Customer: Boxborough Public Schools
Contract Start Date:	493 Mass Ave.
Base Contract Billed Every: 12 Month(s)	
Overage Charges Billed Every: 12 Month(s)	City: Boxborough St: MA Zip: 01719
Customer email: cjeannotte@boxboroughschool.org	Fax: (978) 263-0477 Telephone: (978) 263-4569

For maintenance agreements that do not include operating supplies, semi-annual billing is available with a minimum annual base copy volume of 300,000 copies and quarterly billing is available with a minimum annual base copy volume of 600,000 copies.

RISO, Inc. ("RISO") and the above-listed customer ("Customer") desire to enter into this Maintenance Agreement in order to help Customer maintain the RISO equipment and accessories listed below ("Covered Equipment"). This Maintenance Agreement includes the Terms and Conditions posted on RISO's website at <https://us.riso.com/terms>. Those online Terms and Conditions are incorporated herein by reference and, together with the terms and conditions below, constitute the entire Maintenance Agreement ("Agreement"). When viewing terms online, please refer to the Contract Start Date listed above to determine which version of online Terms and Conditions apply to this Agreement. Pursuant to the Agreement, RISO agrees to provide service and parts for the Covered Equipment and Customer agrees to promptly pay all amounts as due and owing.

EQUIPMENT AND ACCESSORIES COVERED UNDER THIS AGREEMENT

Description	Serial #	Date Installed	Annual Base Contract Amount	Annual Base Copy Volume	Base Charge per Copy	Overage Copy Charge Rate	Start Copy Meter	Start Master Meter
EZ220	78506135		3 Yrs free service per MA State Contract OFF32-Promotion				4	4
EZ220	78506140						4	4

This Agreement is not valid until executed by duly authorized representatives of both Customer and RISO.

OPERATING SUPPLIES INCLUDED UNDER THIS AGREEMENT

Certain maintenance agreements also include Operating Supplies. Operating Supplies are not part of this Agreement unless a duly-authorized RISO representative has validated their inclusion with his / her signature. If this Agreement includes any Operating Supplies, they are indicated below, and in that case, the Base Copy Charges and Overage Copy Charges for such Operating Supplies are included in the Base Copy Charge(s) and Overage Copy Charge(s) shown above. If there are additional Master Overage Charges for master usage in excess of an Allowance for Masters, those charges are indicated below.

No Operating Supplies are included under this Agreement.

Black Ink _____ Validating Signature Colored Ink(s) _____ Validating Signature

Color(s) _____

Masters _____ Validating Signature Allowance for Masters: _____ Qty Per _____ Period Overage Master Charge Rate: _____ \$

Note: "Overage Charges" billed more frequently than every 12 months will be billed on a prorated basis, i.e., the Annual Base Copy Volume will be adjusted to fit the term of billing. For example, if the number of copies at a rate of \$0.00 is 800,000 copies per year, and billing is quarterly, then the 800,000 annual copy value will be prorated to 200,000 copies at a rate of \$0.00 for each quarterly billing period.

By accepting this Agreement below, Customer acknowledges and agrees that Customer has read and understood the Terms and Conditions of this Agreement, including all Terms and Conditions posted on RISO's website at <https://us.riso.com/terms>. Customer is free to accept or decline this Agreement, to self-serve the RISO Equipment, or to obtain service from a third party. Customer understands that if Customer declines to accept this Agreement, Customer will have to pay for all labor, service, repairs, and non-Warranty parts on a per call basis.

This Maintenance Agreement contains a mandatory arbitration provision.

This Agreement is ACCEPTED by Customer: *Clare Jeannotte* Customer Signature Clare Jeannotte Print Signer's Name 3/30/12 Date

This Agreement is accepted by RISO, Inc.: _____ RISO Signature _____ Title _____ Date

This Agreement is DECLINED by Customer: _____ Customer Signature _____ Print Signer's Name _____ Date



OFF32 Photocopiers, Facsimile/Multifunctional Equipment and Digital Duplicators Confirmation Form

This form must be used for Category 1 Photocopiers and Category 3 Digital Duplicators and attached to each purchase, lease or rental encumbrance document to confirm the selection of equipment covered under the Statewide Contract number OFF32 on file at OSD. All of the terms and conditions of the Statewide Contract, OFF32 are incorporated herein and made a part hereof. Conflicting or additional terms, conditions or agreements included in or attached to this form, which conflict with the terms of the Statewide Contract shall be considered to be superseded and void. *This form is strongly recommended for Category 2 Facsimile Leases, Purchases or Rentals.*

P.O. or Encumbrance Document Number: 12-406 Fiscal Year: _____

ELIGIBLE ENTITY: Boxborough Public Schools		CONTRACTOR: Riso, Inc.,	
Contact Person: Clare Jeannotte		Contact Person: Geoff Fielder	
Phone: (978) 263-4569 Fax: (978) 263-0477		Phone: 978-739-3419 Fax: 978-646-5109	
E-mail: cjeannotte@boxboroughschool.org		E-mail: gmfielder@riso.com	
Billing Address: Business Office 493 Massachusetts Ave. Boxborough, MA 01719		Contractor Address: 300 Rosewood Drive., Ste. 210 Danvers, MA 01923	
Contact: Clare Jeannotte Phone: (978) 263-4569			
Delivery Address: (If different from Billing Address Above)		<input checked="" type="checkbox"/> Term Lease # Months <u>36</u>	
		<input type="checkbox"/> Rental (Not to exceed 6 months)	
		<input type="checkbox"/> Purchase	
Contact: _____ Phone: _____			
Check off the applicable box(es) for equipment sub-category:			
Photocopiers: <input type="checkbox"/> 1B <input type="checkbox"/> 1C <input type="checkbox"/> 1BP <input type="checkbox"/> 1CP		Faxes: <input type="checkbox"/> 2F	
Digital Duplicators: <input checked="" type="checkbox"/> 3D1 <input type="checkbox"/> 3D2 <input type="checkbox"/> 3D3			

EQUIPMENT MODEL NUMBER	EQUIPMENT DESCRIPTION (e.g. Digital Black & White 35cpm)	QUANTITY	MONTHLY LEASE, PURCHASE OR RENTAL EQUIPMENT COST	TRADE-IN ALLOWANCE	MONTHLY NET TOTAL LEASE, PURCHASE OR RENTAL EQUIPMENT COSTS	MAINTENANCE PLAN SELECTED A, B OR C Non-Network or Networked (e.g. Networked)
RISO EZ220	Digital Duplicator	2	\$ 85.88	\$	\$171.76	3 Years Free Maintenance
PC INTERFACE CARD		2	\$ 23.64	\$	\$ 47.28	Per MA State Contract Promo
RISO NETWORK CARD		2	\$ 11.82	\$	\$ 23.64	
			\$121.34		\$242.68	

Special Instructions/Additional Information (e.g. equipment model traded, supplies exchanged):

NOTE: Contractors are required to provide the following start-up supplies for all equipment. Paper items necessary to operate the equipment are excluded.

Categories 1 and 2

- must include 3 each black toners (Categories 1-B, 1-BP & 2)
- must include 1 each black, magenta, cyan and yellow toners (Categories 1-C & 1-CP)
- must include 1 developer, if applicable
- must include 5000 staples for photocopiers and production equipment (Category 1 only)
- ESP Power Protection Unit (if required)

Category 3

- Five (5) Master Rolls (all equipment models)
 - Five (5) Black Ink (all equipment models)
 - One (1) Standard Spot Color *(if applicable for equipment model)
- *Standard Spot color will be determined by the Eligible Entity when order is placed
- ESP Power Protection Unit (if required)

Eligible Entity and Contractor signatures below acknowledge ONLY that the equipment order has been placed pending delivery, installation, start-up supplies and training.

ELIGIBLE ENTITY:
 X: Clare J Jeannotte
 (Signature)
 NAME: Clare Jeannotte
 (Print)
 TITLE: Business Manager
 DATE: 3.29.2012

CONTRACTOR:
 X: _____
 (Signature)
 NAME: _____
 (Print)
 TITLE: _____
 DATE: _____

Eligible Entity and Contractor signatures below acknowledge completion of the four (4) items below to the Eligible Entity's satisfaction in addition to the payment start and termination dates.

Eligible Entity must initial all four (4) items below acknowledging completion prior to final approval.

- | | |
|--|---|
| <u>Initial</u>
<u>cl</u>
<u>cl</u>
<u>cl</u>
<u>cl</u> | 1) Equipment delivered undamaged from the Contractor.
2) Received start-up supplies (as shown above) and the ESP Power Protection (if required).
3) Equipment is installed and operational.
4) Received satisfactory training from the Contractor. |
|--|---|

Lease, Rental or Purchase payment terms do not begin until the appropriate items above have been approved by the Eligible Entity.

Start Date of this Lease, Purchase or Rental Agreement: Month <u>6</u> Day <u>1</u> Year <u>2012</u> Payment Start Date: Month _____ Day _____ Year _____	Termination Date of this Lease or Rental Agreement Month <u>5</u> Day <u>31</u> Year <u>2015</u> Payment End Date: Month _____ Day _____ Year _____
--	--

ELIGIBLE ENTITY:
 X: Clare J Jeannotte
 (Signature)
 NAME: Clare Jeannotte
 (Print)
 TITLE: Business Manager
 DATE: 5.30.12

CONTRACTOR:
 X: _____
 (Signature)
 NAME: _____
 (Print)
 TITLE: _____
 DATE: _____

The above signatures are authorized by their respective organizations to bind the said organization to the terms and conditions of the above agreement.



DELIVERY AND ACCEPTANCE CERTIFICATE

RISO, Inc., 300 Rosewood Drive, Suite 210, Danvers, MA 01923

S-105
Rev. 1/08

Svc Contract Type: _____ Br or Dan Svc Contract #: _____ Entry Date: _____ Entered by: _____ Boston

"Bill To" Address:
Boxborough Public Schools
493 Mass. Ave.

"Ship To" Address:
Boxborough Public Schools
493 Mass. Ave.

Boxborough MA 1719

Boxborough MA 1719

Purchase Order No: 12-406

Delivered Equipment Items

Qty	Item Number	Description	Serial Number(s)	Start Copy Meter	Start Master Meter
1	S-7603U	EZ220 Legal-size Model with stand	<u>78506135</u>		
1	S-4892	RISO PC Interface Card			
1	S-9122	RISO Network Card			
1	S-7603U	EZ220 Legal-size Model with stand	<u>79506140</u>		
1	S-4892	RISO PC Interface Card			
1	S-9122	RISO Network Card			

"Customer" hereby agrees:

- 1) The Equipment listed above ("Equipment") is part of a purchase, rental, lease or cost per copy Agreement entered into by RISO, Inc., and the above Customer and signed by Customer on 3/29/2012 ("Agreement").
- 2) The Equipment listed above has been delivered, inspected, installed, demonstrated and is unconditionally and irrevocably accepted by Customer as satisfactory for all purposes of the Agreement.
- 3) There are no remaining items to be delivered, inspected, installed, demonstrated or accepted, including any parts or equipment not listed above, or any initial supplies which are part of the Agreement.
- 4) Customer will now commence timely payment(s) in full according to the terms of the Agreement.
- 5) Signer warrants that he/she has full power and authorization to bind Customer hereto.

3/29/12
Date of Acceptance

Maria J. Diannotte
Authorized Signature

Claire Diannotte Business Manager
Please Print Name and Title

Exhibit G

ASSIGNMENT AND ASSUMPTION OF OPERATING AGREEMENTS

THIS ASSIGNMENT AND ASSUMPTION OF OPERATING AGREEMENTS (“Assignment”) is made and entered into as of _____, 2014 by and between the Town of Boxborough, a Massachusetts municipality, (“Assignor”), and Acton-Boxborough Regional School District, a Massachusetts regional school district (“Assignee”).

RECITALS

A. Assignor and Assignee have entered into that certain Intermunicipal Agreement dated as of _____, 2014 (the “Intermunicipal Agreement”) with respect to, among other things, the transfer of the School Property.

B. The Assignor is a party to those certain operating agreements relating to the School Property and identified on Exhibit 1 attached hereto, copies of which are attached and incorporated herein by reference (collectively, the “Operating Agreements”); and

C. Sections 9.B.1.a and 9.B.2.c of the Intermunicipal Agreement requires Assignor and Assignee to execute this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Definitions.** All capitalized terms used but not otherwise defined herein shall have the respective meanings provided therefor in the Intermunicipal Agreement.
2. **Assignment and Assumption.** From and after the date hereof and for the remainder of the term of each of the Operating Agreements, the Assignor hereby irrevocably assigns, sets over, transfers, grants, bargains and conveys to Assignee all of Assignor’s right, title and interest in and to the Operating Agreements. Assignee hereby expressly assumes for itself and its successors, assigns and legal representatives, the Operating Agreements and all of the rights, obligations and liabilities of Assignor thereunder to the extent first accruing and arising on or after the date hereof and (a) agrees to be fully bound by all of the terms, covenants, agreements, provisions, conditions, obligations and liabilities of Assignor thereunder that first accrue and arise on or after the date hereof, and (b) keep, perform and observe all of the covenants and conditions contained therein on the part of Assignor to be kept, performed and observed, from and after the date hereof.

3. **General Provisions.**

- a. **Successors.** This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.
- b. **Counterparts.** This Assignment may be executed in as many counterparts as may be deemed necessary and convenient, and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument.
- c. **Governing Law.** This Assignment and the legal relations of the parties hereto shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to its principles of conflicts of law.
- d. **No Representation or Warranty.** EXCEPT AS OTHERWISE PROVIDED HEREIN OR IN THE INTERMUNICIPAL AGREEMENT, ASSIGNOR DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER IN CONNECTION WITH THIS ASSIGNMENT AND THE OPERATING AGREEMENTS.

[Signatures on next page]

IN WITNESS WHEREOF, this Assignment was made and executed as of the date first above written.

ASSIGNEE:

By its Regional District School
Committee, and its Transitional School
Committee

Name:
Title: Chair
Duly authorized by vote of the Regional
District School Committee dated
_____ and attached hereto

ASSIGNOR:

TOWN OF BOXBOROUGH

By its Board of Selectmen

Name:
Title: Chair
Duly authorized by vote of the Board of
Selectmen dated _____ and
attached hereto

Approved as to form:
Boxborough Public School Committee

Name:
Title: Chair
Duly authorized by vote of the
Boxborough Public School Committee
dated _____ and attached hereto

Exhibit H
BILL OF SALE AND ASSIGNMENT

THIS **BILL OF SALE AND ASSIGNMENT** ("**Bill of Sale**") is made as of _____, 2014 between the Town of Boxborough, a Massachusetts municipality, ("**Seller**"), and Acton-Boxborough Regional School District, a Massachusetts regional school district ("**Buyer**").

RECITALS

A. Seller is the owner of that certain real property located in the Town of Boxborough, County of Middlesex, Commonwealth of Massachusetts (the "**Real Property**"), as more particularly described in the Intermunicipal Agreement (as such term is defined herein).

B. Seller and Buyer have entered into that certain Intermunicipal Agreement dated as of _____, 2014 (the "**Intermunicipal Agreement**") with respect to, among other things, the transfer of the Real Property as well as the "**Personal Property**," the "**Intangible Property**" and certain other property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer hereby agree as follows:

- 1.** Unless the context otherwise requires, all capitalized terms used but not otherwise defined herein shall have the respective meanings provided therefor in the Intermunicipal Agreement.
- 2.** Seller does hereby unconditionally, absolutely, and irrevocably grant, bargain, sell, transfer, assign, convey, set over and deliver unto Buyer all of Seller's right, title and interest in and to the Personal Property and the Intangible Property (collectively, the "**Property**").
- 3.** Seller represents that it is the sole owner of the Property and that the same is free and clear of all liens, mortgages, pledges, security interests, prior assignments and encumbrances.
- 4.** This Bill of Sale shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.
- 5.** This Bill of Sale and the legal relations of the parties hereto shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to its principles of conflicts of law.

[Signatures on next page]

IN WITNESS WHEREOF, this Bill of Sale was made and executed as of the date first above written.

BUYER:
ACTON-BOXBOROUGH
REGIONAL SCHOOL DISTRICT

SELLER:
TOWN OF BOXBOROUGH

By its Regional School District
Committee

By its Board of Selectmen

Name:
Title: Chair
Duly authorized by vote of the Regional
District School Committee dated
_____ and attached hereto

Name: Vincent M. Amoroso
Title: Chair
Duly authorized by vote of the Board of
Selectmen dated _____ and
attached hereto

Approved as to Form:
Boxborough School Committee

Name:
Title: Chair
Duly authorized by vote of the
Boxborough School Committee dated
_____ and attached hereto]

Exhibit I

**BENEFICIAL INTEREST DISCLOSURE STATEMENT
ACQUISITION OF REAL PROPERTY**

For acquisition of Real Property by the Acton-Boxborough Regional School District, the undersigned does hereby state, for the purposes of disclosure pursuant to Massachusetts General Laws, Chapter 7C, Section 38, of a transaction relating to real property as follows:

- (1) REAL PROPERTY DESCRIPTION: 493 Massachusetts Avenue in Boxborough, Massachusetts
- (2) TYPE OF TRANSACTION: Purchase
- (3) SELLER: Town of Boxborough
- (4) BUYER: Acton-Boxborough Regional School District
- (5) Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above:

NAME

RESIDENCE

Acton-Boxborough Regional School District

16 Charter Road
Acton, Massachusetts 01720

- (6) None of the above mentioned persons is an employee of the Division of Capital Asset Management or an official elected to public office in the Commonwealth except as listed below.
- (7) This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named above. If this form is signed on behalf of a corporation or other legal entity, it must be signed by a duly authorized officer of that corporation or legal entity. The undersigned acknowledges that any changes or additions to items 3 and or 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Asset Management and Maintenance within thirty (30) days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Signature: _____

Printed Name: Dr. Stephen Mills

Title: Superintendent

Date: _____

Exhibit J

Authorizing Vote of A-B Regional School District Committee

Exhibit K

Authorizing Vote of A-B Transitional Regional School District Committee

Exhibit L

Authorizing Vote of Boxborough Board of Selectmen

Exhibit M

Authorizing Vote of Boxborough School Committee